



**STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES**

**REQUEST FOR PROPOSALS
FOR
SYSTEM INTEGRATION AND
TECHNICAL ADVISORY SERVICES**

RFP # 34501-13019

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1. INTRODUCTION

The State of Tennessee, Department of Human Services (TDHS), hereinafter referred to as “TDHS” or “the State,” issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State seeks a vendor for System Integration and Technical Advisory Services to assist with integrating systems and system components into an Enterprise System Modernization (“ESM”) Solution. As part of the ESM Solution, the State has begun to modernize and replace legacy systems supporting the Family Assistance, Child Care Services, and Child Support Enforcement programs with the goal of having a set of integrated systems on a single Enterprise Integration Platform (“EIP”). The development and management of EIP would be the responsibility of the awarded Respondent (“Contractor”). For more information of the ESM Solution, please see Appendix 1.

The Contractor shall assist in establishing and supporting the EIP and serve as a technical advisor to TDHS on the standards, designs, and functions of the EIP and its components. For more information regarding the anticipated EIP components and technical reference architecture, please see Appendix 2. The Contractor shall support the integration of enhanced or replacement systems for TDHS programs (referred to as “Program Modules”) as they are developed.

The ESM Solution represents a multi-year endeavor, involving several concurrent projects and the participation and collaboration of multiple contracted entities. The State seeks a partner who is able to coordinate and collaborate well with other State agencies and ESM contractors. The Contractor should anticipate interdependencies with these entities and should plan accordingly.

- 1.1.1. Anticipated Timing: Contract work is estimated to begin February 2020. Based on estimated timeframes for Program Module implementations (see table below), TDHS expects the Contractor’s System Integration Services to be completed within 36 months. However, this is contingent on the progress of the Program Module implementations and therefore subject to change.

The following information has been provided for resource planning purposes. The Respondent should use their experience and expertise to determine when System Integration Services will be needed for each Program Module. As used in the table below, “enhanced” refers to the TDHS legacy system with new or improved functionality requiring additional development activities.

Program Module	Estimated Start of Implementation	Estimated Length of Implementation
A new Transfer or COTS Family Assistance and Child Care system that provides integrated eligibility determination as well as Family Assistance benefits management, appeals tracking, and claims management	Q2 2020	2 years
Enhanced Tennessee Child Support Enforcement System (TCSES)	Q2 2020	1 year
Child Care solution	Q2 2020	TBD
Enhanced BacTrak fingerprinting and criminal background tracking system	Q4 2018	TBD
Enhanced Tennessee Child Care Management System (TCCMS)	TBD	TBD
Enhanced Tennessee Licensed Care System (TLCS)	TBD	TBD

- 1.1.2. At this point, the State does not have a methodology for developing a reliable estimate of the total cost of the services.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 34501-13019

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Michael S. Leitzke, Sourcing Analyst
 Central Procurement Office
 Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Avenue, Nashville, TN 37243
 Telephone: 615-741- 5666
Michael.S.Leitzke@tn.gov
tn.gov/generalservices/

- 1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and

- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Jeffrey Blackshear
 Tennessee Department of Human Services
 James K. Polk Building
 505 Deaderick Street
 Nashville, TN 37243-1403
 Telephone: (615) 313-5711
jeffrey.blackshear@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-/request-for-proposals--rfp--opportunities.html>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. **Assistance to Respondents With a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Conference

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Tennessee Tower
Multimedia Room – 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Response Deadline

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with

respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		06/03/19
2. Disability Accommodation Request Deadline	2:00 p.m.	06/06/19
3. Pre-response Conference	2:00. p.m.	06/13/19
4. Notice of Intent to Respond Deadline	2:00 p.m.	06/20/19
5. Written "Questions & Comments" Deadline	2:00 p.m.	06/27/19
6. State Response to Written "Questions & Comments"		07/18/19
7. Response Deadline	2:00 p.m.	09/12/19
8. State Completion of Technical Response Evaluations		10/11/19
9. State Schedules Respondent Oral Presentation		10/16/19
10. Respondent Oral Presentation	8 a.m. – 4:30 p.m.	10/20/19 through 10/25/19
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	10/26/19
12. Negotiations (Optional)		10/29/19 through 11/04/19
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	11/07/19
14. End of Open File Period		11/14/19
15. Federal Review of Contract		11/20/19 through 01/20/20
16. State sends contract to Contractor for signature		1/24/20
17. Contractor Signature Deadline	2:00 p.m.	1/31/20

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
 - a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

- 3.2.2.1. One (1) original Technical Response paper document labeled:

“RFP # 34501-13019 TECHNICAL RESPONSE ORIGINAL”

and five (5) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 34501-13019 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

- 3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 34501-13019 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “Microsoft Excel” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 34501-13019 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

- 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 34501-13019 TECHNICAL RESPONSE FROM
[RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 34501-13019 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 34501-13019 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Michael S. Leitzke, Sourcing Account Specialist
 Central Procurement Office
 Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Avenue, Nashville, TN 37243
 Telephone: 615-741- 5666
Michael.S.Leitzke@tn.gov
tn.gov/generalservices/

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction

does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

- 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

- 4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.
- 4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

- 4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).
- 4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. **Insurance**

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other State officials as required by applicable laws and regulations.
- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term Date.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other State officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	50
Oral Presentation (refer to RFP Attachment 6.2., Section D)	10
Cost Proposal (refer to RFP Attachment 6.3.)	20

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the response to be non-responsive to the RFP and reject it.

- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5 The Solicitation Coordinator will invite Respondents to make an oral presentation who have attained a minimum score of 50 out of 70 possible points for the General Qualifications & Experience (20 points) and Technical Qualifications, Experience & Approach (50 points) sections. In the event that one or no Respondent attains a minimum score of 50 out of 70 possible points for the General Qualifications & Experience (20 points) and Technical Qualifications, Experience & Approach (50 points) sections, the State has the option in its sole discretion to invite the three highest scoring Respondents to give an oral presentation.
 - 5.2.1.5.1. The oral presentations are mandatory to award a Contract. It is the responsibility of the Respondent to ensure Key Personnel are present during Oral Presentations and be available to answer questions in an authoritative manner. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
 - 5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
 - 5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.
 - 5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.
 - 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.
 - 5.2.1.5.6 The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.

- 5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
- 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
- 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
- 5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.
- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. **Contract Award Process**

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2 The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process

score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.**RFP # 34501-13019 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the Federal Government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the Federal Government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide written confirmation that the Respondent understands and agrees to comply with the State's Technology Architecture requirements. As outlined in Contract Section A.1, Tennessee Information Resources Architecture are further available by submitting a written request to the Solicitation Coordinator listed in RFP Section 1.4.2.1. and completing the Non-Disclosure Agreement ("NDA") (See Attachment 6.7).	
	A.6.	Provide a statement confirming that: (1) the Respondent , if awarded a contract from this RFP, shall not serve as the Program Module Contractor(s), Quality Assurance Contractor, Independent Verification and Validation (IV&V) Contractor, or be a subcontractor of these entities for any ESM project component (See Appendix 1 for the ESM project components); and (2) has not contracted with the State to provide the 2017 ESM Feasibility Study.	
	A.7.	Provide a written attestation that the Respondent <u>has</u> successfully completed at least one (1) large scale system integration project similar to the ESM integration. The project must meet all the following criteria: <ul style="list-style-type: none"> a) Comparable in size and complexity to that specified herein, or larger; b) Was successfully implemented with all planned functionality within the last four (4) years and is currently operational c) For a state or local government agency; d) Performed as the prime contractor for the system integration effort. Supporting documentation shall consist at a minimum of name of the entity, total contract value as set for the initial contract scope of work, types of systems and platform components integrated dates of the project, services provided by the Respondent, project status as of RFP proposal submission (e.g., complete, in progress).	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i> 			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u> . Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u> . Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u> . Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> ▪ three (3) completed projects. <p>At least one reference must be from an entity identified in Respondent's response to Attachment 6.2, Section A.7.</p> <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>provided;</p> <p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	B.19	<p>Provide a full listing of:</p> <p>Any liquidated damages paid and their triggering events; and terminated contracts (mutually or otherwise) with any other public transactions (federal, state, local, or territories) within the last five (5) years.</p>
	B.20.	<p>The Respondents are permitted to submit, as part of their Response, a “redline” of RFP Attachment 6.6, <i>Pro Forma</i> Contract, that tracks the Respondents’ request for alternative or supplemental contract language. The redline changes that are allowed by this provision shall not include any exceptions or changes that (1) contradict any applicable state or federal law; (2) a mandatory requirement identified in RFP Attachment 6.2. – Section A; or (3) alter any deadlines in the Schedule of Events.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 20)</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
<i>State Use – Evaluator Identification:</i>		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and Project Schedule and confirms that the Respondent agrees to complete the scope of services under the Contract.		2	
	C.2.	Provide a narrative that illustrates the Respondent's relevant experience with enterprise systems and platform integration. Profile at a minimum three relevant projects in response to this question, detailing how each experience is relevant to the RFP scope and can be leveraged to help TDHS during the contract term.		10	
	C.3.	<p>Sections A.2. through A.5. – General Project Set-up and Requirements: Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives in accordance with the State's requested Workstreams and the Statement of Work ("SOW") process. The narrative must illustrate the Respondent's understanding of the requirements documented in Attachment 6.6 Sections A.2. through A.5.</p> <p>At minimum, include:</p> <ul style="list-style-type: none"> Proposed general project approach and high-level description of the Respondent's ability to provide the services in the categories listed in A.2.a Proposed high-level project approach and understanding of the Workstreams listed in A.2 Confirmation that the Respondent understands and will adhere to General Project Requirements (A.2.f) Confirmation that the Respondent understands and will comply with the collaboration requirements of Section A.3 Confirmation that the Respondent understands the SOW process and agrees to work with the State following SOW Requests (A.4) Confirmation that the Respondent understands and will adhere to the Deliverables review and approval 		5	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		process (A.5)			
	C.4.	<p>Sections A.6 through A.10 – Workstream 1. Planning, Project Management and Approach: Provide a narrative that illustrates how the Respondent intends to meet all the requirements documented in these sections, including but not limited to describing how the Respondent shall:</p> <ul style="list-style-type: none"> • Approach this specific workstream from the onset of the Contract Term, beginning with a kickoff meeting and the development of the Project Approach Document (A.6) • Accomplish objectives in accordance with the Project Schedule by the end of the Contract Term in Contract Section B (A.7). Include what assumptions and constraints support the Project Schedule and what are potential project risks, as well as proposed steps to mitigate those risks • Meet the documentation and repository requirements (A.8) • Meet the project status reporting requirements, including representative example reports from past projects if available (A.9) • Provide all components of the Project Management Plan (“PMP”). In addressing the PMP requirements, please include an outline of the PMP, all proposed tools required to support the PMP, and a description of your approach to establishing and maintaining effective communication across State agencies and ESM contractors (A.10). • Meet the aforementioned requirements throughout the life of the Contract through documentation updates and through the initiation of additional Workstreams or SOWs. 		5	
	C.5.	<p>Sections A.11 and A.12 – Workstream 1. Planning, Framework Planning and Requirements Validation: Provide a narrative detailing the Respondent's approach and ability to meet the requirements documented in these sections, including but not limited to:</p> <ul style="list-style-type: none"> • The Respondent's approach to reviewing and assessing the current ESM project and available documentation and how that approach will inform the Respondent's provision of support and advise on the EI framework (A.11). • How the Respondent will approach requirements validation, including the identification of the stakeholders and an approach to conducting productive requirements validation sessions (A.12). • How the Respondent will provide the identified Deliverables. Include sample documents created on similar projects (A.11-A.12) 		10	
	C.6.	Section A.13 – Workstream 2. EIP Development and Implementation: Provide a narrative that illustrates how		10	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>the Respondent shall meet the requirements documented in this section, including but not limited to describing how the Respondent shall:</p> <ul style="list-style-type: none"> Design, develop, and implement an EIP based on all the approved requirements, including all components and capabilities currently listed (A.13). Configure core EIP components (A.13) Approach supporting and enhancing EIP functionality (A.13) Develop Deliverables related to EIP development and implementation, including any applicable sample documents created on similar projects (A.13). 			
	C.7	<p>Section A.14 – Workstream 2. EIP Development and Implementation, Technical Staff Training: Provide a narrative describing specifically how the Respondent shall:</p> <ul style="list-style-type: none"> Assess the skills of TDHS technical staff and approach creating content to address any identified gaps in technical staff understanding (A.14). Provide the necessary technical staff training, including how the Respondent intends to measure the success of the training (A.14). 		5	
	C.8	<p>Sections A.16 through A.17 – System Integration Services-Modules/Components and Interfaces (SOW Workstreams 3-5): Provide a narrative that illustrates the Respondent's approach and ability to meet the requirements included in these sections, specifically how such requirements relate to integrating system components and the Program Modules identified for SOW Workstreams 3 through 5. If the Respondent anticipates workstream-specific needs, please indicate how such specific needs would be addressed. At a minimum, the Respondent should describe how the Respondent shall:</p> <ul style="list-style-type: none"> Prepare for Program Module integration, including how the Respondent intends to share relevant information and provide consultation to ESM Contractors and State entities to address potential issues (A.16). Ensure that Program Modules are ready for final deployment into the EIP's production environment (A.16). Leverage industry standards and fully integrate EIP components and Program Modules into the State's approved EIP framework (A.16). Enable seamless interfaces and facilitate communication between components/modules and shared services with a minimum of disruption to current partners (A.17). 		14	
	C.10	<p>Section A.18 – System Integration Services – Testing (SOW Workstream 6): Provide a narrative that</p>		10	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>illustrates the Respondent's approach and ability to meet the requirements included in these sections, as it specifically relates to achieving End to End Integration (SOW Workstream 6). At a minimum, the Respondent should describe how they shall:</p> <ul style="list-style-type: none"> • Perform testing of components/modules and end-to-end integration (A.18). • Ensure conformance to federal testing guidelines • Support federal review of user acceptance testing results 			
	C.11	<p>Section A.19 – Technical Advisory Services: Provide a narrative that specifically describes how the Respondent intends to meet the requirements of this section, including how the Respondent will be able to provide staff with expertise in the identified advisory areas (A.19). Explain if the Respondent has the expertise in house today to offer the services described in A.19 and discuss relevant advisory experience.</p>		12	
	C.12	<p>Section A.20 – Technical Staffing Services: Provide a narrative that illustrates the Respondent's approach and ability to meet the requirements documented in this section, including a specific description of how the Respondent intends to be able to provide staff on the listed projects/products. Please include a description of any additional staffing competencies the Respondent thinks may be applicable to the scope of services (A.20). Explain if the Respondent has the expertise in house today to offer the services described in A.20.</p>		5	
	C.13	<p>Section A.22 – Project Staffing: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in this section and subsections, supplementing the information provided in RFP Attachment 6.2 – Section B. Describe past experience and capabilities for leading the activities required by this RFP. Specifically:</p> <ul style="list-style-type: none"> • Outline how the Respondent will ensure all Key Personnel are formally committed to join the project by the beginning of the Contract start date • Describe the delegation procedures that will coordinate how issues, risks, and project developments will be communicated to the State Project Director and relevant State personnel • Provide a project organizational chart with the proposed team members • Describe in detail the roles and responsibilities of each member of the project management team, placing emphasis on how the skills and expertise of each member qualify them to perform their designated roles and responsibilities. For each qualification listed in the Key Personnel table of Contract Section A.22.g.v, be clear about how each person's experience meets the qualification. • Clearly explain the relevant experience of each member on the proposed team. Describe any prior 		5	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<p>projects the proposed team has worked on together.</p> <ul style="list-style-type: none"> Confirm the Respondent's understanding that the list of non-key personnel roles is not exhaustive and describe any additional roles the Respondent anticipates needing over the course of the Contract. Address how the Respondent intends to maintain continuity of staff and retain staff throughout the life of the Contract. 			
	C.14	Section A.23. – Federal Requirements and Reviews: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in this section. Describe the Respondent's experience with meeting Federal requirements and supporting Federal reviews.		1	
	C.15	Section A.24. – Transition/Turnover: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in this section.		1	
	C.16	Section A.25. – Milestone - Performance Standards: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in this section and describe how the Respondent proposes to meet or exceed the performance targets.		4	
	C.17	Section A.26 – Warranty: Provide a narrative that illustrates the Respondent's understanding of the requirements documented in this section.		1	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
Total Raw Weighted Score					= SCORE:
Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					
X 50 <i>(maximum possible score)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.2. — SECTION D

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D: ORAL PRESENTATION. The Respondent must address ALL Oral Presentation Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the presentation response to each item. Each evaluator will use the following whole-number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:			
Oral Presentation Items	Item Score	Evaluation Factor	Raw Weighted Score
D.1. Present an overview to represent the Respondent's understanding of the State's requirements and project schedule.		10	
D.2. Present an overview of the Respondent's approach to ensure project Deliverables are completed successfully and on time. Further describe how new Statements of Work will be integrated into the Respondent's delivery of services.		20	
D.3 Present how the Respondent and the proposed team's experience and qualifications will be leveraged to successfully execute the scope of this project. Include a focus on all Key Personnel.		25	
D.4 Present an overview of how the Respondent plans to provide qualified subject matter expertise for requested technical advisory services and various qualified professionals for supplemental technical staffing.		15	
D.5 Present at least one project from the last four years that is similar in scope and discuss the Respondent's role, best practices, lessons learned, and any risk mitigation strategies. The project must be one identified in Respondent's response to Attachment 6.2, Section A.7.		30	
Total Raw Weighted Score <i>(sum of Raw Weighted Scores above):</i> The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
total raw weighted score <hr/> maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>			= SCORE:
<div style="text-align: right;">X 10</div> <i>(maximum section score)</i>			
<i>State Use – Evaluator Identification:</i>			
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.3.**COST PROPOSAL & SCORING GUIDE****NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

COST PROPOSAL SCHEDULE— The Cost Proposal, included as RFP Attachment 6.3.1, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

Respondents shall complete RFP Attachment 6.3.1, the Cost Proposal Template Excel spreadsheet. The Cost Proposal Template Excel spreadsheet contains cells for all proposed rates, hours, and assumptions for payment milestones and Statement of Work-based workstreams anticipated on the Contract. Instructions for completing the Cost Proposal Template spreadsheet are contained in the Instructions tab and in each individual tab. Summary results from the Cost Proposal Template spreadsheet, are entered into the summary Cost Proposal table below for purposes of Cost Proposal evaluation.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Workstream 1: Planning	\$Number	30	
Workstream 2: Enterprise Integrated Platform Development and Implementation	\$Number	30	
SOW Workstreams 3 – 6	\$Number	30	
SOW-based Technical Advisory Services	\$Number	10	
EVALUATION COST AMOUNT (sum of evaluation costs above):			
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 20 = \text{SCORE:}$ <p style="text-align: center;">(maximum section score)</p>			
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 34501-13019 REFERENCE QUESTIONNAIRE**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What goods or services does/did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?**

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

RFP # 34501-13019 REFERENCE QUESTIONNAIRE — PAGE 2

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

RFP # 34501-13019 REFERENCE QUESTIONNAIRE — PAGE 3

- (11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this
request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

SCORE SUMMARY MATRIX

	RESPONDENT NAME		RESPONDENT NAME		RESPONDENT NAME	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		AVERAGE:		AVERAGE:	
ORAL PRESENTATION (maximum: 10)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 20)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 34501-13019 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Human Services ("TDHS" or "State") and **CONTRACTOR LEGAL ENTITY NAME** ("Contractor"), is for the provision of System Integration and Technical Advisory Services as further defined in the "SCOPE." State and Contractor may be referred to herein individually as a "Party" or collectively as "Parties" to this Contract.

The Contractor is **A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY.**

Contractor Place of Incorporation or Organization: **LOCATION**

Contractor Edison Registration ID # **NUMBER**

A. SCOPE

A.1. The Contractor shall provide all goods or services and Deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

a. Defined Terms, Acronyms

Unless otherwise defined herein, all capitalized terms shall be considered defined terms which shall have the meaning given to them in Appendix 4 Definitions. All acronyms not otherwise defined herein shall have the defined meaning set forth Appendix 3, Acronyms List.

b. State Standards

The Contractor shall provide all services requested through this Contract within the context of the technical environment described by the Tennessee Information Resources Architecture.

A.2. Project Overview

- a.** This Contract's scope of services is part of the TDHS Enterprise System Modernization Solution ("ESM Solution"), which is a multi-year endeavor to modernize or replace several key legacy systems (outdated or obsolete technology, computer system, or application) supporting TDHS core program areas, Family Assistance ("FA"), Child Care ("CC"), and Child Support ("CS"). (See Appendix 1 for additional detail regarding the ESM Solution). TDHS is transforming the department with a model of practice that focuses on a person/family-centric approach to programs and services, which is reliant on tools provided by a contemporary technology solution. Through this Contract, the Contractor shall provide System Integration and Technical Advisory Services for the ESM Solution in five (5) service categories as follows:
- i. Enterprise Integration ("EI") Framework planning services:** Activities/responsibilities related to establishing EI standards and strategies, including architectural standards and interoperability standards that shall provide guidance for the development of the EI and integration. As part of the planning services, Contractor shall assist the State in developing a design approach to produce an Enterprise Integration Platform ("EIP"), which will support the ability to successfully integrate multiple transactional and business support platforms and provide integrated interoperability at the enterprise level.
 - ii. EIP Services:** Services related to the development and implementation of EIP components. This includes the work necessary to stage architectural layers and prepare EIP functionality for system integration.

- iii. **System Integration Services:** Activities required to ensure successful integration of replaced and/or modernized systems that support TDHS' FA, CC, and CS operations on the EIP, including the review of system designs, technical integration, and end-to-end integration testing. At a minimum, the following systems, also referred to as "Program Modules," are expected to be modernized/implemented and integrated into the EIP:
- A new Transfer or commercial off the shelf Family Assistance and Child Care system that provides integrated eligibility determination as well as Family Assistance benefits management, appeals tracking, and claims management.
 - The enhanced Tennessee Child Support Enforcement System ("TCSES").
 - The enhanced Tennessee Licensed Care System ("TLCS").
 - A Child Care financials solution.
 - The BacTrak fingerprinting and criminal background tracking system.
- iv. **Technical Advisory Services:** Services related to advising TDHS on technical aspects of ESM Solution and the EIP and its associated components, which may include without limitation the Enterprise Service Bus ("ESB"), Enterprise Content Management ("ECM"), Master Data Management ("MDM"), and Enterprise Portal.
- v. **Technical Staffing Services:** The provision of qualified technical staff on demand for completion of requests related to Enterprise Integration Platform and End to End Integration through a Statement of Work ("SOW") process. (See Contract Section A.4.)
- b. The Contractor shall provide services for six (6) Workstreams. Each Workstream shall consist of a set of related activities and Deliverables. Within each Workstream, there will be multiple activities and Deliverables, and one (1) or more Payment Milestones. The Contractor must complete and TDHS must accept each Payment Milestone, and associated Deliverables, before the Contractor can invoice the State for work performed.
- c. The descriptions of Contractor services included in this Contract do not detail every activity or intermediary step necessary to achieve successful completion of duties. However, the tables in Contract Sections A.2.d and A.2.e outline the main Workstreams, Payment Milestones, and Deliverables under this Contract.
- d. **Workstreams 1 and 2:** These are activities which the Contractor shall provide from the beginning of the Contract Term. Completion of Workstream 1 and 2 activities is expected within twenty-four (24) months following the Effective Date of this Contract.

Workstream	Payment Milestone	Associated Deliverables
1. Planning (Contract Sections A.5 to A.12)	1. Acceptance of Project Management Plan documentation	<ul style="list-style-type: none"> Kick-off Meeting Project Approach Document Project Management Plan Project Schedule Risk Register
	2. Acceptance of Enterprise System Architecture documentation	<ul style="list-style-type: none"> Technical Roadmap Enterprise System Architecture
	3. Acceptance of EIP Standards and Best Practices documentation	<ul style="list-style-type: none"> EIP Standards and Best Practices (updated periodically as needed after initial approval)
	4. Acceptance of Systems Integration Strategy	<ul style="list-style-type: none"> System Integration Strategy

Workstream	Payment Milestone	Associated Deliverables
	documentation	
	5. Acceptance of integration requirements documentation	<ul style="list-style-type: none"> • RACI Matrix • EIP Requirements Traceability Matrix
2. EIP Development and Implementation	6. Successful implementation of EIP	<ul style="list-style-type: none"> • EIP Design Documentation • EIP Implementation Strategy • EIP Test Management Plan • EIP test execution results • EIP Capacity Plan
(Contract Sections A.13 to A.15)	7. Completion of technical staff training	<ul style="list-style-type: none"> • EIP Technical Staff Training Plan • Technical staff training materials • Delivery of technical staff training

- e. **Workstreams 3 to 6 (Statements of Work):** SOWs will be utilized by TDHS to define and initiate the following specific Workstreams for the ESM Solution. Since TDHS is in the process of selecting and procuring EIP components as well as modernizing its legacy systems, SOWs will be issued when work is expected to begin and include scope details and requirements. Payment Milestones and Deliverables will be finalized at the time of the SOW; however, the table below provides sample Deliverables. SOWs shall be issued only for work that falls under this Contract's Scope. SOWs may be issued to supplement the above Workstreams with additional Payment Milestones, Deliverables, or related activities. SOWs may also be utilized to create additional Workstreams, within this Contract's identified scope of services. Contract Section A.4 describes the SOW process.

Workstream	Payment Milestones	Potential Deliverables
3. System Integration: Child Care "CC" Systems (Contract Sections A.16-A.18)	Payment Milestones will be finalized in the SOW	<ul style="list-style-type: none"> • Readiness Assessment for CC program systems • CC Integration Progress Report • Updated Risk Register • CC integration test plans • CC integration test execution report • Updated project management documents
4. System Integration: Child Support "CS" Systems (Contract Sections A.16-A.18)	Payment Milestones will be finalized in the SOW	<ul style="list-style-type: none"> • Readiness Assessment for CS program systems • CS Integration Progress Report • Updated Risk Register • CS integration test plans • CS integration test execution report • Updated project management documents
5. System Integration: Family Assistance ("FA")/CC Eligibility and FA Benefits Management System (Contract Sections A.16-A.18)	Payment Milestones will be finalized in the SOW	<ul style="list-style-type: none"> • Readiness Assessment for FA program systems • FA Integration Progress Report • Updated Risk Register • FA integration test plans • FA integration test execution report • Updated project management documents

Workstream	Payment Milestones	Potential Deliverables
6. End to End Integration (Contract Sections A.16-A.18)	Payment Milestones will be finalized in the SOW	<ul style="list-style-type: none"> • Readiness assessment for End to End Integration • End to End Integration Progress Report • Updated Risk Register • End to End Integration test plans • Transition Plan • Updated project management documents

f. General Project Requirements

The Contractor shall perform the following duties throughout the Contract's term:

- i. Coordinate all activities involving the EIP, such as module integration, in collaboration with TDHS staff. Advise the State Project Director and the State Project Manager of status, issues, and potential risks to facilitate integration with TDHS Project Management Office ("PMO") processes in accordance with an approved Project Management Plan ("PMP") during the Term of this Contract.
- ii. Provide, employ, maintain, and execute a project management methodology that complies with the current Tennessee Business Solutions Methodology ("TBSM") and TDHS PMO's processes. TBSM is based upon the principles of the current *Project Management Body of Knowledge (PMBOK®)*¹ *Guide* and the *Business Analysis Body of Knowledge (BABOK®)*² *Guide*. This includes using all applicable TDHS and other State standards and/or templates for Deliverables unless alternative standards and/or templates are approved by TDHS.
- iii. Coordinate and comply with requests for meetings, information, or documents from TDHS or TDHS-approved partners on this project to ensure that the appropriate level of sharing is occurring and manage end to end performance. Within one (1) business day of the request, the Contractor shall acknowledge the request concurrently comply with the request, confirm the stated timeframe accompanying the request, or provide any requests for an extension of the timeframe.
- iv. Use State-standard hardware, software, and technologies (e.g., document repository and issue tracking tools) for delivering the services and EIP under this Contract, unless an exception to such State-standards is approved in writing by TDHS and/or STS.

A.3. Collaboration with State Parties and ESM Solution Contractors

- a. The Contractor shall, as directed by the State and at no additional cost to the State, coordinate with, facilitate the prompt exchange of information between, and work collaboratively with any and all other State agencies and ESM Solution contractors. Such State contractors involved on the ESM Solution include, but are not limited to, the following:
 - i. Program Module contractor(s) – Modernizes the TDHS legacy program systems through system enhancements or replacement of Program Modules. See Contract Section A.2.a.iii for a list of the Program Modules.
 - ii. Independent Verification and Validation ("IV&V") contractor – contractor performing independent review of project plan(s), processes, and Deliverables in accordance with Federal requirements for the entire ESM Solution.

¹ PMBOK® is a registered trademark and service mark of Project Management Institute ("PMI")

² BABOK® is a registered trademark and service mark of International Institute of Business Analysis ("IIBA")

- iii. “EIP Component Provider(s)” – Provides individual components of the EIP, such as an ESB or E C M software. (EIP tools required under this Contract are currently being acquired separately).
 - iv. Quality Assurance (“QA”) contractor - Provides quality assurance for the implementation activities and Deliverables associated with Program Modules and EIP as they are integrated into the ESM Solution.
- b. If requested by the State in order for the Contractor to proceed with any service(s) required under this Contract that involve sharing or obtaining information of confidential, proprietary, or otherwise valuable nature with or from another State ESM Solution contractor, the Contractor shall use best efforts to execute additional documents or agreements (including but not limited to NDAs regarding confidential or proprietary information) as needed or required to facilitate coordination among of other State ESM Solution contractors and/or State agencies in performing services under this Contract.
 - c. Nothing in this Section, including failure to negotiate and enter into an NDA acceptable to Contractor with another State ESM Solution contractor, shall be construed to relieve the Contractor of its duty to perform any requirements or Deliverables under this Contract. Other than as permitted in Section C. of this Contract, Payment Terms and Conditions, the Contractor shall not invoice the State for any coordination services, including the arrangement of NDAs, and the State shall not be liable to the Contractor for payment of any such coordination services, without the prior written consent of the State.

A.4. Statement of Work Process

- a. **Overview.** TDHS will issue a Statement of Work (“SOW”) Request detailing services for specific project(s) under this Contract to be performed by the Contractor, in response to which the Contractor shall submit a SOW Quote. Only when the Quote has been accepted and the Statement of Work (including any modifications) has been signed by the Parties shall the Contractor commence work pursuant to the SOW. In the event of an inconsistency between the terms of a SOW and the Contract, the Contract shall be controlling. (See Attachment G for the SOW templates.)
- b. **SOW Request.** TDHS will submit a SOW Request to the Contractor describing the services the Contractor has been requested to perform. The SOW Request will provide the following information:
 - i. SOW Request ID.
 - ii. Deliverables and acceptance criteria, including all transition/turnover materials, such as code, manuals, or other information.
 - iii. Description of scope including all requirements and applicable contract sections.
 - iv. SOW begin and end dates.
 - v. Anticipated work location(s) and non-standard work hours, if applicable.
 - vi. Deadline for Contractor to provide a Quote.
 - vii. Performance measures, targets, and any withholds.
- c. **SOW Quote.** The Contractor shall respond to the SOW Request with the SOW Quote. The SOW Quote will provide the following information:
 - i. Hours by job position, including the position’s hourly rates, which cannot exceed the contractual hourly rates.
 - ii. Identification (or affirmation) of all Deliverable due dates.
 - iii. Any Contractor assumptions upon which the SOW Quote is based.
 - iv. Resumes of the individuals who will provide the services. TDHS shall have the right to refuse anyone the Contractor proposes based on qualifications, prior experience with the individual, or other reason.
 - v. Any other information as required by the SOW Request.

TDHS reserves the right to request revisions and updates from the Contractor for the SOW Quote.

- d. **Approved SOW.** Following TDHS acceptance, the SOW Request, the SOW Quote, and SOW signed by both Parties shall be considered an approved SOW under this Contract.
- i. Each SOW shall be subject to inspection and acceptance following the completion of milestones, Deliverables, and/or services. TDHS shall have the right to inspect all goods or services provided by Contractor under this Contract as set forth in Section A.27 herein.
 - ii. Furthermore, if the Contractor fails to achieve performance measure targets, as allowed for in Contract Sections A.25, in their delivery of SOW Deliverables and/or services, TDHS has the right to impose payment withholds as specified.
 - iii. Within ten (10) business days of the approval of a new SOW, the Contractor shall plan and conduct a SOW-specific kickoff meeting, at TDHS' request. Contract Section A.6 defines the kickoff meeting requirements.

A.5. Review and Approval of Deliverables

- a. The Contractor shall submit Deliverables in accordance with the process set forth in this section.
- i. Deliverable Expectation Document ("DED"). Submit a DED to the State Project Director for each Deliverable at least one (1) month prior to the first Deliverable submission date, unless a shorter time period prior to the first submission date is agreed upon by the parties in writing. A TDHS-approved DED is required for each Deliverable prior to commencing work on the Deliverable, unless otherwise directed by TDHS. The DED shall govern the contents of the Deliverable for each version of the Deliverable, enumerate TDHS' expectations and acceptance criteria, and outline what is to be included in the Deliverable by the Contractor. Any work not done in compliance with DED(s) shall be revised at no additional cost to TDHS in order to comply with the DEDs. Any resulting delays may impact the Contractor's ability to meet performance measures as to timeliness set forth in Section A.25. Deadlines for each Deliverable will be defined in the DED.
 - ii. Initial Draft. Submit the first draft of a Deliverable on the agreed draft submission date and conduct a minimum of one walkthrough with TDHS shortly after submission.
 - iii. State Review(s). TDHS shall review and either approve or reject each Deliverable in writing. A rejection shall be accompanied by a list of deficiencies.
 - iv. Contractor Update(s). Contractor shall correct all deficiencies identified by TDHS and re-submit a Deliverable to TDHS for review and approval.
- b. Deliverables may be subject to review by the following entities in addition to the State:
- i. IV&V Contractor.
 - ii. U.S. Department of Health and Human Services, Office of Child Support Enforcement ("OCSE").
 - iii. Food and Nutrition Service ("FNS").
 - iv. Administration for Children and Families ("ACF") Office of Child Care ("OCC").

When the Deliverable is determined acceptable by the State, the State Project Director will document this acceptance in writing. TDHS will not consider any Deliverable to be final or eligible for payment until the Deliverable has been accepted.

A.6. Kickoff Meetings

- a. In conjunction with the TDHS project team, the Contractor shall plan and conduct a project kickoff meeting within ten (10) business days following the Effective Date of this Contract or as mutually agreed upon by the parties.

- b. The Contractor shall produce a Project Approach Document after this meeting and secure TDHS approval, according to the process for Deliverable review and approval outlined above in A.5, prior to considering the document final. The Contractor shall use the kickoff meeting to begin planning the unified approach to EIP activities and Deliverables. The Contractor shall address such planning activities in the Project Approach Document and submit it to TDHS within ten (10) business days following the project kickoff meeting unless there is a written change mutually agreed to with TDHS. The Project Approach Document shall include without limitation:
- i. A detailed description of how the Contractor will coordinate work and communicate with TDHS.
 - ii. A list of Key Personnel related to services provided by the Contractor and contact information for the listed personnel.
 - iii. The Project Schedule (see Contract Section A.7).
 - iv. A clear description of the project methodology; how the goals of the project shall be addressed; and how impacts and constraints shall be assessed.
 - v. A discussion of innovative ideas with regard to the provision of services specified in the Scope.

Deliverables Summary

Project Approach Document

A.7. Project Schedule

The Contractor shall submit Project Schedule in Microsoft Project format within _____ days following execution of the Contract and subsequently update the Schedule as needed to reflect additional SOWs or mutually agreed upon changes. The Project Schedule shall be used to track SOW tasks, Deliverables, milestones, dependencies, and resources to ensure accurate project status reporting. The Contractor shall update the Project Schedule weekly and provide the latest version to the State Project Director along with a weekly Project Status Report (Contract Section A.9). Deadlines shall not be adjusted without prior approval by TDHS. All components of the Project Schedule shall be subject to TDHS review and approval.

Deliverables Summary

Project Schedule

A.8. Documentation and Repository

The Contractor shall be responsible for performing the following project documentation:

- a. Provide each project document in a format as requested in the approved DED.
- b. Actively maintain and manage all project documentation in a "Project Repository" (a centralized location, on TDHS' network, where documentation related to this project shall be maintained and managed by the Contractor) during the Term of this Contract (or other period following termination of the Contract as required pursuant to Contract Section E.20) in accordance with the document management and retention policies specified by TDHS during the kickoff meeting. These include without limitation, the Project Schedule, technical specifications, test plans, and EIP documentation developed during the Term.
- c. Maintain the Project Repository for all project documentation provided as per the following specifications:
 - i. Contractor shall utilize current TDHS technologies to the extent practicable, or propose alternate technologies with appropriate justification, subject to approval by the State. (TDHS' current software standard for such a tool is Microsoft SharePoint).

- ii. The Project Repository shall reside on TDHS' network and shall be made accessible to all appropriate State staff as approved by the State Project Director. Access to the Project Repository shall be limited to the Contractor's employees who are assigned to provide services under the Contract that, because of their nature and scope, require such access. Contractor shall ensure that all of its employees requiring access complete and sign a confidentiality/nondisclosure agreement and a security agreement as required by the State before access is provided.

A.9. Status Reporting

The Contractor shall perform the following duties related to project status reporting throughout the life of the contract:

- a. Develop all project management reports in accordance with processes and standards specified by TDHS.
- b. Provide weekly Project Status Reports and monthly Executive Status Reports containing the elements and in the format specified by TDHS.
- c. Lead and/or participate in all status meetings with the project team as outlined in the approved Project Management Plan and as requested by TDHS.
 - i. Review the Project Schedule with the State Project Director (see Section A.7) on a weekly basis and discuss progress made since the last meeting, issues, project risks, and risk mitigation approaches.
 - ii. Prepare for and present to TDHS detailed progress and variance reports at Payment Milestone reviews or other times as requested by the State. The Contractor shall communicate the current project status, the actual progress of the project against TDHS-approved Project Schedule's projected dates, and any risks or issues impacting the Project Schedule, Scope, cost, and Deliverables.
- d. Provide regular status updates for each SOW in the weekly Project Status Report.

A.10. Project Management Plan

- a. The Contractor shall submit the PMP, and TDHS will review the PMP, provide feedback to the Contractor, and provide written approval of the PMP and any subsequent changes thereto. The PMP shall be developed as part of Workstream 1 (see Contract Section A.2.d for a complete list of Workstream 1 Deliverables) and the Contractor shall provide an updated PMP as a part of SOW activities.
- b. Contractor shall update the PMP as changes occur. TDHS' written approval is needed for any changes to or deviations from the approved PMP.
- c. The PMP shall detail how the Contractor shall perform the following responsibilities:
 - i. Organize, prioritize, coordinate, integrate, and monitor project activities in order to deliver the required Deliverables within scope, quality, time, and cost constraints.
 - ii. Effectively communicate in order to keep TDHS staff apprised of the status of project activities.
 - iii. Implement and maintain quality assurance processes to ensure project Deliverables fulfill Contract requirements and standards.
 - iv. Manage and control risks to the project that may impact its success.
- d. The PMP shall include the following components:

- i. Communication Management Plan. The Communication Management Plan shall describe how project communications are planned, structured, monitored, and controlled. The Contractor shall establish methods of communication such as meeting agendas and minutes, protocols for webcast meetings, standards for information to be included in communications, timing for dissemination of materials, etc. The Contractor shall also define the approach by which all project management teams plan and manage communications for their projects.
- ii. "Scope Management Approach" refers to a document which includes the processes and procedures that will determine how the scope will be defined, documented, verified, managed, and controlled.
- iii. "Risk Management Plan" refers to processes and procedures to ensure that important risks are monitored, have a corresponding mitigation strategy, and are monitored for escalation to an issue and resolved in a timely manner. This Plan must reflect the respective responsibilities of TDHS and Contractor and planned activities regarding project risk. The Contractor shall compile identified risks with the mitigation strategies on a Risk Register and submit the 'Risk Register' along with the Project Status Report specified in Section A.9. The Risk Management Plan must address the following:
 - a) Risk identification— how the Contractor shall work with the State Project Director to identify potential project risks, their probability and impact to the overall project.
 - b) Risk response— how Contractor shall work with the State Project Manager to develop options and actions to enhance opportunities, and to reduce threats to project objectives.
- iv. "Process for Tracking Issues/Action Items" refers to a document which includes issue escalation processes and procedures to ensure that important issues are appropriately escalated and resolved in a timely manner. The Contractor shall use the identified methods and tools to manage incident resolution for issues related to the EIP.
- v. "Quality Management Plan" is a plan which includes quality policies and procedures for Deliverables and project processes and to ensure continuous improvement.
- vi. "Configuration Management Plan" refers to processes and procedures to ensure all materials developed during the project can be tracked and identified throughout the project lifecycle.
- vii. "Change Management Plan" defines processes and procedures to manage and control changes. The Contractor shall use the Change Management Plan and process to validate and prioritize recommendations for changes to the EIP. All change requests must be approved by the Change Control Board.
- viii. "Resource Management Plan" describes how the Contractor will organize, deploy, and administer their project personnel. An organizational chart with individuals identified by name and title will be maintained in the plan.

Deliverables Summary

- (1) Project Management Plan
- (2) Risk Register

A.11. EI Framework Planning Services

The Contractor shall support and advise regarding the fundamental structure of TDHS' ESM Solution at the onset of the Contract. The Contractor shall review and assess the current status of the ESM Solution

and available documentation at the onset of Contract work. Based on this assessment Contractor shall develop and deliver the following:

- a. Deliver Technical Roadmap to manage the EIP design and portfolio (to include all software components and Program Modules) with recommended sequencing and transitioning plans. The Contractor shall obtain State approval of this Technical Roadmap and shall update it throughout the project as components integrate into the EIP and as new EIP functionality is introduced.
- b. Develop Enterprise System Architecture documentation to provide support for the multi-vendor environment to ensure maximum interoperability and reuse of components.
 - i. Enterprise System Architecture shall fully support TDHS' ESM Solution goals, including TDHS' desire for flexibility for future upgrades or replacement components, as part of the modular approach.
 - ii. Incorporate identified architecture standards such as The Open Group Architecture Forum ("TOGAF") and enterprise reference architectures that are based on those of applicable Federal entities (e.g. National Human Services Interoperability Architecture ("NHSIA")).
- c. The State's Solutions Architecture Team ("SAT") within Strategic Technology Solutions (STS) shall review and approve the Enterprise System Architecture documentation. Enterprise System Architecture must comply with State Architecture Standards and be developed in conjunction with SAT. The State reserves the right to submit the Contractor's Enterprise System Architecture to other applicable groups within STS or State and Federal agencies for further review and approval.
- d. Establish standards to ensure Program Modules are built or modernized to interact seamlessly and securely and to address interoperability needs. The Contractor shall deliver EIP Standards and Best Practices documentation to include without limitation:
 - i. Platform environment/infrastructure.
 - ii. ESB.
 - iii. Identity management.
 - iv. Information security architecture.
 - v. Enterprise services registry.
 - vi. Platform services layer.
 - vii. Data services layers.
 - viii. Configuration management.
- e. The Contractor shall develop a System Integration Strategy in consultation with the State to identify the sequencing of the integration of enterprise platform tools.
- f. The Contractor shall maintain EI Framework planning materials by updating/revising such plans or components at the request of the State.

Deliverables Summary

- (1) Technical Roadmap
- (2) Enterprise System Architecture
- (3) EIP Standards and Best Practices
- (4) System Integration Strategy

A.12. EIP Services: Requirements Validation

- a. The Contractor shall develop an SOA-compliant EIP based on the approved Technical Roadmap. The Contractor shall derive the EIP design requirements based on the TDHS procurement level requirements listed in Appendix 2. These requirements shall form the basis for technical and functional implementation services for EIP Design and integration of Program Modules and other system components.

- b. The Contractor shall identify the stakeholders for requirements validation and create a RACI Matrix of those identified roles and responsibilities.
- c. The Contractor shall conduct requirements validation sessions for the identified stakeholders.
- d. The Contractor shall identify and validate the following requirements at a minimum:
 - i. High-level technical requirements from TDHS' 2017 feasibility study on the ESM Solution.
 - ii. EIP software component/Program Module alignment requirements.
 - iii. Interoperability/interface requirements.
 - iv. Performance requirements.
 - v. Audit/compliance requirements
 - vi. Security and privacy requirements, including roles and responsibilities for users and data accessibility or restrictions (for example, see Contract Sections A.13.a.iv, A.13.d, D.20, E.9, and E. 18, and Attachment B).
 - vii. Disaster recovery requirements.
 - viii. Federal certification and compliance requirements.
- e. The Contractor shall create a Requirements Traceability Matrix that cross-references validated requirements to their source. This Matrix shall include the source of the requirements, such as program area, business rule, regulatory requirement or policy. The Requirements Traceability Matrix shall be used as a mechanism to validate the completion and accuracy of enterprise integration.

Deliverables Summary

- (1) RACI Matrix
- (2) EIP Requirements Traceability Matrix

A.13. EIP Services: Development and Implementation

- a. The Contractor shall design, develop, and implement an EIP based on all the approved requirements specified in Section A.12 to facilitate a centralized technical solution for data flow and communication between EIP components/Program Modules to include:
 - i. Common gateway portal which will allow access for robust customer self-service and employee access from different device types.
 - ii. Enterprise information exchange capabilities, including ESB and Integration Brokerage, to access common enterprise services, harvesting data from variety of source systems and populating multiple data stores.
 - iii. MDM to locate key person indices connecting diverse operational systems.
 - iv. Security and privacy management for enterprise wide identity, access and privacy management.
 - v. Shared analytics and Business Intelligence ("BI") capabilities that allow for access to performance management dashboards, ad hoc queries, and analytics driven alerts and notifications.
- b. The Contractor shall develop an EIP Implementation Strategy for identifying the dependencies and sequencing to achieve the end-to-end integration and ESM Solution goals.
- c. The Contractor shall allow for role-based security, security to the attribute level of the database, audit trails, and the safe storage and handling of data in accordance with all applicable Contract security requirements (for example, see Contract Sections A.13.a.iv, A.13.d., D.20, E.9, and E. 18, and Attachment B).

- d. The Contractor shall ensure overall security and privacy remain intact as Program Modules and EIP components are integrated, and that both the EIP and Modules align to State and federal security requirements (for example, see Contract Sections A.13.a.iv, A.13.d., D.20, E.9, and E. 18, and Attachment B), including in areas of Identity and Access Management (“IAM”) and Single Sign On (“SSO”). The Contractor shall also perform the following duties to maintain appropriate levels of EIP and Program Module security for the ESM Solution:
 - i. Design, develop, implement and maintain effective, layered information security architecture to provide layered defense to meet the State's security requirements (<https://www.tn.gov/content/dam/tn/finance/documents/Enterprise-Information-Security-Policies-ISO-27002-Public.pdf>.)
 - ii. Comply with State and federal security requirements for protected health information (PHI), PII, and Social Security information in accordance with Sections D.20, E.18 and Attachment B.
 - iii. Provide a capability to modify the security layer to accommodate changes in compliance requirements, including the ability to add, modify, or remove security standards that were identified during the requirements gathering activities.
- e. In alignment with the preferred ITIL Capacity Management process, the Contractor shall focus on the proactive management of capacity and performance, by enabling the capture of meta-data for reporting metrics, providing issue tracking across modules, and collecting transactional log data.
- f. The Contractor shall provide configuration of the EIP components and installation support.
- g. The Contractor shall deploy technologies and components (e.g. shared schemas) to serve as the interoperability platform for the ESM Solution, providing sufficient environments to support the various activities necessary in the initial implementation and ongoing operation of ESM Solution.
- h. The Contractor shall support and enhance the functionality of the EIP and its elements shared among Program Modules:
 - i. Develop, configure, and expose services composing the Integration Hub.
 - ii. Develop application administration services, to support the IT operations of the EIP, including the coding and configuration of the middleware.
- i. Contractor shall develop EIP Design Documentation to include service catalog development guidance to manage enhancements to the policies, processes, and procedures.
- j. Contractor shall develop an EIP Capacity Plan to define the framework for system capacity design, testing and deployment that will collectively yield overall optimal System Capacity, which refers to the number of users and amount of work that the EIP and its integrated Program Modules are capable of supporting at any given time as required by performance measures. In alignment with the preferred ITIL Capacity Management, the Contractor shall develop an EIP Capacity Plan that describes the Contractor's role in capacity management processes, how they intend to support the proactive management of infrastructure capacity and performance, and the provide support for other capacity-related processes, such as availability and performance measure management.
- k. The Contractor shall develop a Test Management Plan to define the testing strategy for EIP and integration of Program Modules.
- l. The Contractor shall perform interoperability testing in accordance with Section A.18 of the EIP and the Program Modules to demonstrate the integrity and operational reliability of the EIP. The State will identify the EIP component which will be integrated into the EIP and require this testing. The Contractor shall produce test execution results for State's approval.

Deliverables Summary

- (1) EIP Implementation Strategy
- (2) EIP Design Documentation
- (3) EIP Capacity Plan
- (4) EIP Test Management Plan
- (5) EIP Test Execution Results

A.14. EIP Services Technical Staff Training

The State anticipates a need for training on the EIP and EIP components so that TDHS technical staff can effectively use the EIP and assist in the integration of Program Modules and future EIP components.

- a. The Contractor shall complete a Skills Assessment of TDHS staff for technical staff training to identify gaps in technical skills and plan to fill those gaps. The focus of the technical training will be any technical staff supporting the new EIP or the ESM Solution.
- b. The Contractor shall develop and submit an EIP Technical Staff Training Plan describing the training to be provided, methods of training or knowledge transfer to be used, and means to evaluate training success.
- c. The Contractor shall offer a variety of both formal and informal training methods. Training must be modular and scalable to deliver targeted and relevant content in a well-prepared environment and on a schedule that ensures training will be most effective.
- d. Each training activity must be assessed and evaluated, and outputs shall be used to improve subsequent training activities, materials, and methods.
- e. The Contractor is responsible for conducting or arranging all technical training needed for TDHS staff identified through the Skills Assessment.
- f. The Contractor shall track all technical training completed including topic, method of training used, training instructors, and training participants. Status updates on all training tasks shall be included in the weekly status reports.

Deliverables Summary

- (1) EIP Technical Staff Training Plan
- (2) Technical staff training materials
- (3) Delivery of technical staff training

A.15. EIP Services: Hardware/Software Support

TDHS is currently pursuing Contractor-hosted cloud-based EIP components, as well as State-hosted EIP components. The Contractor shall provide technical and advisory assistance as requested by the State to ensure the software, tools, and hardware for the EIP can adequately support the State's and ESM Solution contractors' needs as part of Workstream 2. The Contractor shall use EIP components as chosen by the State to develop and implement the EIP and shall coordinate with EIP Component Providers as needed to support the EIP implementation. Following the State's selection of the hosting option and EIP components, the Contractor shall provide, at a minimum:

- a. Software installation support and expertise throughout the implementation of the TDHS' selected EIP components on State hardware.
- b. Software capacity and availability management processes to support Program Modules development. This includes software capacity planning to assist TDHS in: (1) addressing any challenges to hosting the EIP; and (2) maintaining hardware and EIP performance, as new Program Modules are developed and/or integrated.

A.16. System Integration Services: Modules/Components

- a. Through the SOW process, the Contractor shall provide integration services that will enable end-to-end service integration across all Program Modules and EIP components within TDHS' desired EI Framework by using industry SOA standards to include web services, application program interfaces, third-party adapters, and secure (server to server) file transfer formats. At a minimum, the Contractor shall perform the following activities related to integration:
 - i. Integrate Program Modules, EIP components, and infrastructure into a seamless system.
 - a) Prepare for integration by providing ESM Solution contractors with shared data specifications, shared schemas, service definitions, and through the support of rigorous unit, integration, end-to-end, and User Acceptance Testing ("UAT").
 - b) Provide consultation during integration testing to the EIP Component Providers, Program Modules providers, STS, the PMO, associated supportive contractors, and affected stakeholders to address potential issues and achieve successful integration and operation of Program Modules within the EIP.
 - c) Provide SOA services certification and approvals for final deployment of Program Modules into the EIP's production environment.
 - d) Following Program Module integration, provide performance tuning of the ESM Solution.
 - ii. Assist TDHS in evaluating Program Modules to ensure they align with Enterprise System Architecture design and standards by reviewing Program Module design documentation.

A.17. System Integration Services: Interfaces

Through the SOW process, the Contractor shall enable seamless interfaces between the EIP and ESM Solution shared services provided by the State or other contractors. Interfaces shall facilitate communication between Program Modules and shared services in the ESM Solution. The Contractor shall perform activities necessary for enabling interfaces, including, at a minimum, coordinating with TDHS and the State ESM Solution contractors responsible for shared services or interfaces in order to test and plan as needed during integration.

- a. The Contractor shall account for existing as well as any new interfaces in its Project Approach Document and Enterprise System Architecture. Appendix 2 lists several known interfaces from legacy systems and anticipated modules at the time of issuing this RFP. The Contractor shall work with the State and State ESM Solution contractors to validate all necessary interfaces and incorporate them into the completed EIP.
- b. All interfaces shall be real-time where technically feasible. When real-time interfaces are not feasible, the Contractor shall submit a design for batch, or near-real-time interfaces for approval by TDHS, and further propose a Performance Target for both entities engaged in the data exchange. The Contractor shall design and develop an Integration Hub and test all necessary physical interfaces, web services, messaging, file-sharing specifications, and batch processes for data exchange.
- c. The Contractor must minimize disruption to the operations of other contractors with whom the EIP or its components are required to interface, except to perform system tests to ensure interfaces function according to the State's defined expectations.

A.18. System Integration Services: Testing

- a. The Contractor shall assist in testing of Program Modules and end-to-end integration testing as requested by TDHS through the SOW process. The Contractor shall provide resources and support for testing included in the SOW Requests, which may include, but is not limited to integration, functional, system, interface, regression, and security testing. The details of each testing project

shall be determined during the SOW process. The Contractor shall submit a report detailing the successful completion of testing activities, as established in the SOW, for State approval.

- b. For any program components that may require federal review, the Contractor shall:
 - i. Facilitate any required federal review of the test results from UAT.
 - ii. Conform to all federal testing guidelines and develop reports and supporting materials required to pass any required or requested federal review of the testing results.

Deliverables Summary

- (1) Test execution report(s)

A.19. Technical Advisory Services

The Contractor shall advise TDHS regarding the best way to achieve ESM Solution goals through the EIP and associated technologies. As directed by State, the Contractor shall provide the following:

- a. Integration governance and visibility, ensuring appropriate control over and visibility of the EIP and ESM Solution.
- b. Advise on system architecture to provide support for a multi-vendor environment and ensure maximum interoperability and reuse of EIP components.
- c. Identify organizational capabilities required to operate and maintain the EIP.
- d. Identify application dependencies that are implemented via integration logic and application services.
- e. Identify risks when schedule slippage of one Program Module may affect other Program Modules or integration of Program Modules and EIP components into the EIP. Assist TDHS with risk mitigation, issue resolution, and in driving decisions.
- f. Application Programming Interface ("API") management and API administration.

A.20. Technical Staffing Services.

- a. The Contractor shall provide qualified, experienced professionals with competencies in the following areas at a minimum, to meet TDHS' staffing needs, as requested through SOWs:
 - i. Requirements gathering, development, and validation.
 - ii. Enterprise architecture frameworks and processes.
 - iii. Industry-standard architecture design and development methods.
 - iv. Applications and systems design.
 - v. Programming.
 - vi. Full Systems Development Life Cycle ("SDLC") project management.
 - vii. Coordination and supervision of stakeholders, service or product providers.
 - viii. Scope, risk, communications, change, and resource planning and management.
 - ix. Strong verbal and written communications.
 - x. Technical writing for user, operations, and system documentation.
 - xi. Development and delivery of training for technical support staff.
 - xii. Test planning and execution, including unit, integration, performance, and stress testing.
 - xiii. Hardware, software, and specialty services acquisition.
 - xiv. Documentation and knowledge transfer.
- b. The following is a list of possible projects/products for which the State may request the Contractor's assistance through SOWs and for which the Contractor may need to provide supplementary technical staff to the State:

- i. “Shared Technology Components” - The underlying technology components that provide the foundation of the EIP, including the enterprise portal and ESB.
- ii. “Shared Technical Services”- services implemented with a standardized interface for access to enable effective use of shared content and process on the EIP. Examples include Access Management, Consent Management, and Enterprise Content Management.
- iii. “Shared Data/Content”- Structured and unstructured data and documents organized for use in operations or for analytics regarding a variety of questions across multiple processes and business units. Examples include analytics, master data, and unstructured data.
- iv. “Shared Customer-Focused Processes” - Cross-program and business unit processes enabled by automation using a combination of EIP technical services, data, and technology components. Shared processes can support a single unit of activity using a common process and multiple activities across programs and business units. Examples include client search and lookup and referrals.
- v. Subject matter expertise in consultation and support for architecture assessments, design, and optimization.
- vi. Subject matter expertise in consultation and support for security assessments and compliance.
- vii. Subject matter expertise in consultation and support for performance tuning.
- viii. Disaster planning support.
- ix. Maintenance and operations support.

A.21. State Responsibilities.

The State project team shall consist of at least the following positions:

- a. State Executive Sponsor: The Executive Sponsor provides high-level vision and oversight for the work under this Contract and the overall ESM Solution.
- b. Executive Steering Committee (“ESC”): Provides executive-level guidance, governance, and support for the duration of the project.
- c. Operations Steering Committee (“OSC”): Provides oversight and coordination of resources and activities for the project.
- d. State Project Director: Contractor’s point of contact and provides enterprise-level guidance and oversight for the duration of the project. Coordinate Deliverable approvals and recommend invoice payments.
- e. State Project Manager: Oversees day-to-day project activities and consult with State Project Director, State technical and program management for project execution. Monitor and report the performance of the Contractor to the State project team. Proactively works with the Contractor to identify the risks and issue resolution.
- f. State Technical Manager: Provides overall technical vision and collaborates with IT technical leads, STS, and Contractor technical resources. Coordinates the activities of State technical team and complies with Contractor requests related to project execution.

- g. ESM Solution contractors: The ESM Solution will involve many State contracted entities which may work with and/or monitor the Contractor including, but not limited to, the Program Module contractor(s), Quality Assurance contractor, and IV&V contractor.

A.22. Project Staffing

The Contractor shall perform the following duties related to project staffing:

- a. Provide all staffing for its project team with the expertise and skills to ensure that all services required under this Contract are provided in an efficient, effective, and timely manner.
- b. Other than required approval of Key Personnel and subcontracted staff by TDHS, the Contractor shall have total responsibility for hiring and management of any and all Contractor staff and subcontractors determined necessary to perform the services in accordance with the terms of the Contract. The Contractor is responsible for maintaining a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties as contained herein, regardless of the level of staffing included in its proposal.
- c. The Contractor project staff shall have prior experience in performing the tasks described in this Contract's scope of services. The Contractor project staff shall also have prior experience working with in the role of system integrator for large enterprise systems, preferably with state government.
- d. The Contractor shall provide resumes of Contractor staff to TDHS upon TDHS' request.
- e. Provide an organizational chart at the Contract kickoff meeting identifying all the Contractor project staff and their role assignments, as well as the organizational structure of the project team. The project staff shall include Key Personnel listed in the Contractor's proposal, unless otherwise approved by TDHS. The organizational chart shall be updated throughout the Term to reflect any changes in project staffing and team organization that occur.
- f. Keep track of resource costs, both personnel and technical, on a Workstream and SOW basis, in order to comply with applicable TDHS and any federal reporting requirements for enhanced federal funding assistance as set forth in Contract Sections D.25 and E.18. Resource costs shall be maintained by the Contractor and provided to TDHS upon request.
- g. Key Personnel: Provide Key Personnel as described below. For purposes of this Contract, the term "Key Personnel" refers to Contractor personnel deemed by TDHS to be essential to the Contractor's satisfactory performance of the requirements contained in this Contract. Please note that the project manager, technical advisor, integration expert, and lead architect are expected to be available throughout the life of the Contract.
 - i. The Contractor shall obtain prior written State approval of all Key Personnel. Resumes for Key Personnel must be provided for State review prior to the expected staff member's start date.
 - ii. TDHS retains the right to approve or disapprove proposed Key Personnel staffing and reserves the right to require the Contractor to replace specified staff. The Contractor agrees to substitute, with TDHS' prior approval, any employee so replaced with an employee of equal or better qualifications. The Contractor shall provide an interim resource within five (5) business days for any Key Personnel vacancies regardless of the reason for the vacancy. The Contractor agrees to propose within thirty (30) calendar days, and appropriately staff within forty-five (45) calendar days, any changes made to Key Personnel, regardless of the reason for the change.
 - iii. During the first eighteen (18) months of the Term, no Contractor-initiated substitutions of Key Personnel shall be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or resignation, or otherwise approved by the State Project Director or requested by TDHS. In any of these events, the Contractor shall follow the steps outlined above.

- iv. If the Contractor's methodology deems an additional Key Personnel position(s) necessary, beyond the positions listed in the table below, the Contractor must identify these positions and detail the services they are to provide. TDHS may also request that an individual or a specific position become an additional Key Personnel if such an individual/person is deemed essential to delivering the services of an SOW.
- v. Key Personnel positions are listed below. One individual can serve in more than one (1) role if: (a) the Contractor can demonstrate that the individual can successfully carry out all responsibilities and the project quality and success will not be impacted; and (b) TDHS provides approval.

Key Position	Description	Qualifications
Project Director	<ul style="list-style-type: none"> Serves as the day-to-day contact Manages project planning and execution Oversees Workstreams Ensures the performance measure targets are met 100% allocated to the project 	<ul style="list-style-type: none"> A minimum of five (5) years of experience in leading large-scale IT system integration projects Senior management experience in health and human service or social service systems environments (preferably with social assistance systems or other similar large scale automated claims processing, eligibility, or benefit management systems) in the last three (3) years Must have a bachelor's degree (master's degree preferred)
Technical Advisor	<ul style="list-style-type: none"> Oversees technical design for and develops the System Architecture Design in conjunction with SAT Responsible for defining and documenting network, security, and server specifications for the system platform Ensures that policies, standards, and procedures related to infrastructure and code are established, communicated, and enforced Work On-Site as needed for specific activities and meetings 	<ul style="list-style-type: none"> A minimum of three (3) years of experience managing system architecture at the enterprise level At least three (3) years of experience with the large-scale system integration Robust background in IT development, infrastructure, and security Relevant experience and advanced skills with architectural design tools, development and deployment tools, testing tools, and programming best practices Experience implementing solutions onto a cloud, on premise, or hybrid environments Human services experience is preferred Must have a minimum of a bachelor's degree
Integration Expert	<ul style="list-style-type: none"> Responsible for collaborating with project managers, software engineers, and business analysts to ensure TDHS' needs are met through the integration of the EIP Oversees the technical analysis of complex installation and integration challenges while documenting both solutions and analysis Establish best practices for integration and maintenance of a software and hardware baseline 	<ul style="list-style-type: none"> A minimum of five (5) years of experience serving in a solutions integrator role during the development and implementation of large-scale enterprise systems Must have a Bachelor's Degree in a relevant field Experience in Enterprise Platform tools Experience with project operating systems, standard server software, and programming languages Experience implementing solutions onto a cloud, on premise or hybrid environments Human services experience is preferred
Lead Architect	<ul style="list-style-type: none"> Responsible for the design, maintenance, procedures, and architecture related to data, integration of program applications, and systems documentation. 	<ul style="list-style-type: none"> Must have a Bachelor's Degree in a relevant field Must have at least five (5) years of relevant experience managing system architecture or SOA development at the enterprise level.

Key Position	Description	Qualifications
	<ul style="list-style-type: none"> Work On-Site as needed for specific activities and meetings 	<ul style="list-style-type: none"> Must have experience in SOA-based system development of systems of similar size and complexity. Experience and advanced skills in SOA environments with the ability to design and implement reusable integration objects Knowledge of SOA registry and repository technology Must be experienced with integration tools and/or products Human services experience is preferred

h. Non-Key Personnel

- i. The Contractor shall ensure that a State-approved number of appropriately qualified and trained personnel are employed and available at all times to timely provide the services required under the Contract, including SOWs. Staff proposed for assignments shall be persons that have relevant domain knowledge as appropriate for such job title classifications.
- ii. The Contractor shall ensure staff continuity and retention on TDHS projects
- iii. At a minimum, the Contractor shall be able to provide staff, with the appropriate experience and qualifications, for the following State-identified non-key positions:

Non-Key Position	Description	Qualifications
Infrastructure Lead	<ul style="list-style-type: none"> Coordinate and assist STS staff in managing the infrastructure, and the underlying technologies, on which the EIP and Program Modules are hosted Provide analysis of infrastructure and capacity planning for future projects/growth 	<ul style="list-style-type: none"> Knowledge and experience with Server Operating Systems and Database technologies Must have at least three (3) years of relevant experience with infrastructure support during the deployment of enterprise systems implementation and integration Bachelor's Degree preferred or other relevant combination of training and experience
Interface Manager	<ul style="list-style-type: none"> Responsible for interfaces to the portal, EIP, and requested Program Modules 	<ul style="list-style-type: none"> Bachelor's Degree and at least three (3) years of experience in IT Management Must be experienced with the architectural tools, techniques and methods employed in the project and architecture
Integration Analyst(s)	<ul style="list-style-type: none"> Ability to gather information and requirements relevant to the system integration/ implementation and needed interfaces Builds/codes and is able to help with the configuration and usage of technical architecture layers. Assists in the planning and execution of testing scenarios 	<ul style="list-style-type: none"> Bachelor's Degree preferred or other relevant combination of training and experience. Knowledge of relevant programming languages Preferred experience with large scale enterprise systems
IT Security Professional	<ul style="list-style-type: none"> Assists with the development of security architecture Recommend appropriate technological designs and solutions that comply with State and Federal regulatory requirements and needs Tests and installs patches and 	<ul style="list-style-type: none"> Bachelor's Degree preferred or other relevant combination of training and experience. Minimum three (3) years of experience in network/systems/security design, installation, management, or operation Preferred experience with state or federal systems

	upgrades as required to maintain a secure operational environment	<ul style="list-style-type: none"> • Experience in security standards and operations for cloud, data center hosted or hybrid environments
Project Manager	<ul style="list-style-type: none"> • Oversees project management activities and materials • Maintains the Project Schedule and the PMP • Develops status reports • Formally submits Deliverables and reports and manages the review and approval process for the Contractor 	<ul style="list-style-type: none"> • A minimum of three (3) years of project management experience in large-scale IT system project • Previous experience following a standard project management methodology and in using various project management tools in developing project plans, delivering tasks, and tracking timelines and resources • Project Management Professional or generally equivalent certification • A Bachelor's Degree preferred or other relevant combination of training and experience
Systems Engineer	<ul style="list-style-type: none"> • Responsible for installation, configuration, and upgrades and enhancements to software, hardware, and network systems • Work On-Site as needed for specific activities and meetings 	<ul style="list-style-type: none"> • A minimum of five (5) years of experience serving as a system engineer for large-scale IT solutions • Bachelor's Degree in a relevant field • Experience with project operating systems, standard server software, and programming languages
Developer(s)	<ul style="list-style-type: none"> • Responsible for completing assigned development tasks, including writing code according to best software development practices • Ability to gather functional requirements and define a set of technical requirements if needed • Work On-Site as needed for specific activities and meetings 	<ul style="list-style-type: none"> • Minimum three (3) years of working experience in professional software development • Knowledge of relevant programming languages • Preferred experience with large scale enterprise systems • A minimum of an Associate's Degree or other relevant combination of training and experience
Technical Writer	<ul style="list-style-type: none"> • Responsible for organizing, developing, and/or writing supporting documentation, including manuals and specifications, to help technical staff and users • Gathers information for technical documentation during development and testing • Revises documents as necessary 	<ul style="list-style-type: none"> • Minimum two (2) years of experience in technical writing for software or systems • Preferred knowledge of enterprise systems or enterprise platform components • Possesses good communications and writing skills • A minimum of an Associate's Degree or other relevant combination of training and experience

- iv. Please note that the above lists are not exhaustive of all personnel roles that the Contractor shall need to fulfill this Contract's scope of services. The Contractor is responsible for proposing the roles and rate for any additional non-key personnel needed for meeting the Contract requirements.
- i. The Key Personnel shall work On-Site at least eighty percent (80%) of the work week when they are staffed on a Workstream, unless otherwise stated in this Section or approved by TDHS in writing.
- j. **Additional Staffing Requirements**
- i. Work location: For purposes of this Contract, whenever the term "On-Site" appears, it shall require Contractor's staff and/or subcontractors to be physically present at a facility approved by the State in Nashville, TN. The Contractor shall ensure the availability of staff to attend meetings in person On-Site as requested by TDHS.

- ii. Supplies and equipment: TDHS will provide workspace and internet access for all full-time Contractor staff working On-Site, as needed. The Contractor shall provide all supplies and equipment for Contractor staff. The Contractor shall ensure that equipment meets minimum system requirements and desktop computers and laptop devices connected to the State's network are current with patches and antivirus software. The Contractor shall provide office automation software in compliance with minimum State platform requirements for Contractor staff.
- iii. State applications and information:
 - a) TDHS will provide access to State applications and remote access to State data resources, if necessary, as approved by TDHS and utilizing State and TDHS standard software, policies, and procedures.
 - b) TDHS will make available to the Contractor all applicable federal and State laws and rules, policies, program policies and procedures as needed to provide services during the Term of the Contract. All documentation provided by TDHS that is not publicly available shall be considered confidential and shall not be shared in any form without written consent from TDHS.
- iv. Compliance with State security policies and procedures: The Contractor shall comply with all State security policies. (See Contract Section A.13.d for policy publication information.) Should it be determined that any fault in the State network (virus, worm, etc.) can be traced to an action taken (or not taken) by the Contractor, the Contractor shall be fully responsible for all remedial actions taken and all expenses incurred to correct the fault.
- v. Staff management and administrative support: The Contractor shall provide day-to-day management of its staff. The Contractor shall provide administrative support for its staff and activities.
- vi. Compliance with federal security policies and procedures: The Contractor staff shall comply with all federal security policies as stated on Attachment B ("Federally Mandated Requirements for Technology Services Contracts with Access to Federal Tax Return Information").
- vii. Staffing needs planning and monitoring processes: The Contractor shall provide an overview of the preliminary and ongoing staff planning and monitoring processes, specifically highlighting processes around planning for future needs and monitoring of project assignments, contract timelines, and associated decisions for release or renewal of personnel.
- viii. Staffing Tracker: The Contractor shall develop a Staffing Tracker that summarizes initial and ongoing system resource needs and documents resource levels and assignments. The Contractor shall maintain and update the Staffing Tracker on a regular basis for review, to include SOW information as necessary, but at least once per quarter and more frequently as requested by TDHS.

A.23. Federal Requirements and Reviews

TDHS anticipates considerable involvement and review from federal entities, including the Food and Nutrition Service ("FNS"), the Administration for Children and Families ("ACF") Office of Child Care ("OCC"), and the Office of Child Support Enforcement ("OCSE"). The Contractor shall comply with all applicable federal requirements and at a minimum:

- a. Ensure that the System meets all requirements specified in Contract Sections A.13, D.20, D.25, E.10, E.18, E.19, and Attachment B, and satisfies the State's project objectives by supporting federal review and approval process; and

- b. Support TDHS in preparing for any federal reviews and certifications by, at a minimum, developing and preparing required documentation throughout the project, attending interviews, and providing additional requested documentation.

A.24. Transition/Turnover

Contractor shall ensure continuity of EIP operations during the Term, as specified in Contract Section B.1, and provide transition planning and support to enable the State or successor contractor to maintain the EIP following termination of this Contract. As such, the Contractor shall develop and implement a TDHS-approved Transition Plan covering turnover to either TDHS or a successor contractor six (6) months prior to the end of contract. The Transition Plan must be a comprehensive document detailing the proposed schedule and activities associated with the turnover tasks. The Plan shall describe the Contractor's approach and schedule for transfer of inventories, code/logic, training materials, project documentation, correspondence, and documentation of outstanding issues. The information must be supplied on media specified by TDHS and according to the schedule approved by TDHS.

A.25. Performance Measures

- a. There are seven (7) Payment Milestones currently identified and confirmed for Workstreams 1 and 2, as listed below. TDHS written approval is required before a Payment Milestone is considered finalized and accepted.

Payment Milestone	% of Total Cost
1: Acceptance of Project Management Plan documentation	No more than 15%
2: Acceptance of the Enterprise System Architecture documentation	
3: Acceptance of EIP Standards and Best Practices documentation	Based on Contractor Pricing
4: Acceptance of System Integration Strategy documentation	Based on Contractor Pricing
5: Acceptance of integration requirements documentation	Based on Contractor Pricing
6: Successful implementation of the EIP	At least 20%
7: Completion of technical staff training	Based on Contractor Pricing

i.

- b. For Workstreams 3 – 6, Payment Milestones and associated Deliverables will be determined and finalized in the SOW process.
- c. Compensation to the Contractor will be tied to Milestone Performance Targets, as described below, for each Payment Milestone, including those to be determined through future SOWs.

Measure	Measure Details	Milestone Performance Target
Completeness	Each Deliverable includes the required content specified in the Contract, and if applicable, the SOW, unless exceptions to completeness have been approved in writing by TDHS	All required content is provided
Timeliness	Each Deliverable or Payment Milestone will have a corresponding submission deadline in the Project Schedule. All Deliverables and Payment Milestones must be submitted to TDHS by the submission deadline, unless an exception is granted in writing by TDHS.	Submission deadline met
Quality	Upon submitting a Deliverable, the State shall begin its first review cycle. If upon inspection, the State accepts the Deliverable, no further review cycles shall	Deliverable must be accepted by

Measure	Measure Details	Milestone Performance Target
	<p>be initiated, and the Contractor may submit their completed invoice.</p> <p>If upon inspection the State determines that the Deliverable does not meet acceptance criteria, the State shall return the Deliverable to the Contractor to fix and resubmit by an agreed upon submission date. Upon resubmission, the State shall begin a second review cycle in the same manner.</p> <p>If the Contractor does not achieve State acceptance for a Deliverable within three complete review cycles, the State shall consider this measure unmet and may enact financial withholds.</p>	the State within three (3) review cycles
Availability	Contractor staff shall be available for meetings within two (2) business days' notice, and available to work on Workstreams to meet contract and SOW requirements. Should TDHS have concerns about Contractor staff availability, TDHS shall issue a notice to the Contractor. Such notice will be tracked until the Contractor is able to meet the availability requirements for thirty (30) consecutive days.	If on notice, the Contractor meets agreed-upon availability criteria for 30 days

- d. TDHS reserves the right to include additional performance measures and Payment Milestones for specific SOWs.
- e. TDHS written approval is required before Deliverables and milestones are considered finalized and accepted.
- f. Compensation to the Contractor will be tied to meeting performance measure targets. The Contractor shall provide monthly reports on its performance in relation to the applicable performance measures unless otherwise requested by TDHS. TDHS will hold the Contractor accountable to these measures, and non-compliance may impact compensation levels to the Contractor according to Contract Section C.
- g. Performance Withhold. Please see Contract Section C for details about the Performance Withhold related to the performance measures.

A.26. Warranty.

- a. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.
- b. Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.
- c. Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

- d. If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.27. Inspection and Acceptance

The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of ninety (90) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

- A.28.** The Contractor shall not serve as a Program Module Contractor(s), the QA Contractor, or the IV&V Contractor during the term of this Contract and until such time as the State has completely implemented the ESM Solution.

B. TERM OF CONTRACT:

- B.1 This Contract shall be effective for the period beginning on March 1, 2020 ("Effective Date") and ending on February 28, 2023 ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.
- B.2 Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3 Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

- i. **Milestone Payments:** The Contract payments for Workstreams 1 and 2 shall be broken out into a total of seven (7) Payment Milestones based on the completion of each milestone and its associated Deliverables.

Note:

- 1) Payment Milestone 6 shall be at least twenty percent (20%) of the total cost of all Payment Milestones in Workstream 1 and 2 combined.
- 2) Payment Milestone 1 and 2 shall be no more than fifteen percent (15%) of the total cost of all Payment Milestones in Workstream 1 and 2 combined.

When the Contractor receives the State's written approval and acceptance of a Payment Milestone and all its associated Deliverables, the Payment Milestone can be invoiced according to the rates listed in Attachment E, minus any Performance Withholds described in item C.3.b.ii below.

The invoice for approved Payment Milestones must be received within thirty (30) days following TDHS approval of the milestone.

- ii. **Performance Withhold for Milestone Payments:** The State will evaluate the Contractor's compliance with the milestone performance target in Contract Section A.25.
 - 1) If the State provides written confirmation that the milestone performance target has been met, the Contractor shall invoice for one hundred percent (100%) of the Payment Milestone fee.
 - 2) If the State determines there is noncompliance with at least one (1) milestone performance target, the Contractor shall invoice for ninety percent (90%) of the Payment Milestone fee (the Payment Milestone cost minus the ten percent (10%) Performance Withhold). If there is noncompliance with at least one (1) milestone performance target, the Contractor shall also develop and execute a Corrective Action Plan ("CAP") that outlines how the Contractor plans to correct performance and what constitutes successful completion of the CAP. The Contractor shall execute the CAP successfully, which is indicated by the State's written approval of the CAP execution.
- iii. **SOW Workstream Payment Milestones:** The Contractor shall invoice for Payment Milestones on SOW Workstreams and projects as defined in SOWs, in accordance with the performance measures outlined in Section A.25 and the approach using milestone payments and withholds as outlined in Sections C.3.b.i and C.3.b.ii Total SOW pricing shall be based on the hourly rates in Attachment E and fixed at the time of SOW approval.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Wayne Glaus, Chief Information Officer
Tennessee Department of Human Services
James K. Polk Building
505 Deaderick Street
Nashville, TN 37243

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: Department of Human Services;
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

- b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Wayne Glaus, Chief Information Officer
 Tennessee Department of Human Services
 James K. Polk Building
 505 Deaderick Street
 Nashville, TN 37243
Wayne.Glaus@tn.gov
 Telephone # (615) 770-3891

The Contractor:

Contractor Contact Name & Title
 Contractor Name
 Address
 Email Address
 Telephone # Number
 FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by

the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Equal Opportunity. During the performance of this Contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
 - (2) Layoff or termination;
 - (3) Rates of pay or other forms of compensation; and
 - (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.
 - d. In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its

employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be

confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract, without limitation, specifically including the following:

- a. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60);

(Executive Order 11246 prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.)

- b. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h);
- c. All applicable standards, orders or requirements issued under the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) that prohibit the use under non-exempt Federal contracts, and grants or loans to facilities included on the EPA list of Violating Facilities;
- d. The Anti-Lobbying Act (18 U.S.C. § 1913), which prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan;
- e. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701) and provisions of Tenn. Code Ann. § 50-9-101 et. seq.;
- f. Reservation by the State and federal government of a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership; and
- g. The Americans with Disabilities Act (28 CFR Part 35, Title II, Subtitle A) prohibiting discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A, B, C, D, E, F, and G; Appendices 1, 2, 3, and 4;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD

form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

b. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Contractor shall maintain single limits not less than two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit

shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

c. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

d. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2 Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

- E.3 State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.4. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
 - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.
- E.5 Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by

the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.6 Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.7 Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.8 Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.9 Transfer of Ownership of Custom Software Developed for the State.

a. Definitions.

- 1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- 2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor for the State under this Contract intended to function with the Contractor-Owned Software or any Work Product provided under this Contract.
- 3) "Rights Transfer Application Software," shall mean any pre-existing application software and documentation owned or supplied by Contractor or a third party necessary for the use, functioning, support, or maintenance of the Contractor-Owned Software, the Custom-Developed Application Software, Third Party Software, and any Work Product provided to State.
- 4) "Third-Party Software," shall mean software supplied by Contractor under this Contract or necessary for the functioning of any Work Product not owned by the State or the Contractor.
- 5) "Work Product," shall mean all Deliverables such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State under this Contract. Work Product shall include Rights Transfer Application Software.

b. Rights and Title to the Software

- 1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license or transfer of rights or ownership granted under this Contract. Contractor grants the State a perpetual non-exclusive license to the Contractor-Owned Software to be used solely with the Custom-Developed Application Software and the Work Product.
- 2) Contractor shall provide the source code in the Custom-Developed Application Software, Work Product and the Contractor-Owned Software, with all subsequent modifications, enhancements, bug-fixes or any other changes in the source code of the Work Product

and the Contractor-Owned Software and all other code and documentation necessary for the Custom-Developed Application Software to be installed and function as intended and as set forth in this Contract, to the State.

- 3) Contractor may lease or sell the Custom-Developed Application Software to third parties with the written permission of the State, which permission may be conditioned on the State receiving royalties from such sales or licenses.
 - 4) All right, title and interest in and to the Custom-Developed Application Software, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Custom-Developed Application Software, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Custom-Developed Application Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom-Developed Application Software. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
 - 5) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license or other rights granted to the State under this Contract or otherwise.
- c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.10. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any

material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL:
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a

large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
 - (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. **Recovery Point Objective ("RPO").** The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 24 hours
 - ii. **Recovery Time Objective ("RTO").** The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 72 hours
 - (2) The Contractor shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.
- E.11 **State Furnished Property.** The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.12 **Work Papers Subject to Review.** The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

- E.13 Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.14 Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.15 Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to Solicitation 34501-13019 and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>

- E.16 Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.17 Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.18 Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-

Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

- E.19. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
 - c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
 - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.20 Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

DANIELLE BARNES, COMMISSIONER

DATE

NONDISCLOSURE AGREEMENT

Between the State of Tennessee, Department of Human Services
And [LEGAL ENTITY NAME]

THIS AGREEMENT (hereinafter referred to as the "Agreement") made effective this ____ day of [Month], 2020, by and between the State of Tennessee, Department of Human Services (the "State") and [LEGAL ENTITY NAME] having its principal place of business at [ADDRESS] , and its agents, assigns, employees, affiliated companies, subsidiaries, departments, wholly owned companies and contractors (the "Company"), (individually, the "Party" and collectively, the "Parties") agree as follows:

1. Material and information, regardless of form, medium or method of communication, provided to the Company by the State or acquired by the Company on behalf of the State shall be regarded as "Confidential Information." Confidential Information shall include, but not be limited to, all State information regarding electronic information processing systems, telecommunications systems, or other communications systems of the State, and shall also include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property; and (D) the identity of a vendor that provides to the state goods and services used to protect electronic information processing systems, telecommunication and other communication systems, data storage systems, government employee information, or citizen information shall be confidential.
2. The Company shall safeguard and hold in strict confidence such Confidential Information and prevent disclosure thereof to third parties without the written consent of the State. The Company shall further restrict disclosure of such Confidential Information to only those employees who have a need to know and who have executed a nondisclosure agreement to protect Confidential Information at least as protective as this Agreement.
3. Nothing in this Agreement shall permit Company to disclose any Confidential Information, regardless of whether it has been disclosed or made available to Company due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law. To the fullest extent allowable under applicable law or regulation, the Company shall promptly notify the State and provide a reasonable opportunity to oppose any disclosure required under state or federal law. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law.
4. The Company agrees and represents that Confidential Information delivered by the State to the Company shall be used solely for the purpose of responding to Request for Proposals #34501-12918 issued by the State on May 21, 2018. No other use of the Confidential Information is granted without the written consent of the State. In the event the State gives its approval for the Company to disclose Confidential Information to a third party, the Company shall ensure that all such disclosures are marked with appropriate legends, the receiving third party enters into a non-disclosure agreement to protect Confidential Information with terms at least as protective as those contained in this Agreement, and any other conditions reasonably required by the State in order to preserve the confidential nature of the information and the State's rights therein.
5. This Agreement is made effective as of the date set forth above and may thereafter be terminated by either party upon the giving of thirty (30) days written notice to the other party of its intention to terminate. Upon termination of this Agreement, the Company shall promptly return to the State all materials and copies containing the Confidential Information. All obligations on the Parties regarding protection of Confidential Information under this Agreement shall survive termination of the Agreement.

6. This Agreement shall not be construed as a teaming, joint venture or other such arrangement; rather, the Parties hereto expressly agree that this Agreement is for the purpose of protecting Confidential Information only.

7. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Agreement shall not be affected and shall remain in full force and effect. The terms and conditions of this Agreement are severable.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. The Company acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

9. If any court rules that Company has breached this Agreement, Company shall reimburse the State for its cost of litigation, including attorney's fees, as well as any damages awarded by the court.

10. Nothing in this Agreement shall be construed to convey to Company any right, title or interest or copyright in the Confidential Information, or any license to use, sell, exploit, copy or further develop the Confidential Information.

11. This Agreement contains the entire understanding between the Parties relative to the protection of Confidential Information and supersedes all prior and collateral communications, reports, and agreements between the Parties in respect thereto. No change, modification, alteration, or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, this Nondisclosure Agreement has been duly executed by the Parties hereto as of the date first set forth above.

The State of Tennessee
Department of Human Services

[Legal Entity Name]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

**FEDERALLY MANDATED REQUIREMENTS FOR TECHNOLOGY SERVICES
CONTRACTS WITH ACCESS TO FEDERAL TAX RETURN INFORMATION**

Federal Tax Information ("FTI") includes return or return information received directly from the IRS or obtained through an authorized secondary source, such as Social Security Administration (SSA), Federal Office of Child Support Enforcement (OCSE), Bureau of the Fiscal Service (BFS), or Centers for Medicare and Medicaid Services (CMS), or another entity acting on behalf of the IRS pursuant to an IRC 6103(p)(2)(B) Agreement. FTI includes any information created by the recipient that is derived from federal return or return information received from the IRS or obtained through a secondary source.

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**I. PERFORMANCE**

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.

- (9) The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
- (10) The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response

policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the State, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

LETTER OF DIVERSITY COMMITMENT

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

(Company Name) is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):
_____%)
- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.
2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # (Edison number).

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)

TENNESSEE ENTERPRISE INFORMATION SECURITY POLICIES

**[PRIOR TO CONTRACT APPROVAL, THE STATE WILL INSERT THE TENNESSEE ENTERPRISE
INFORMATION SECURITY POLICIES.]**

CONTRACT PRICING

[PRIOR TO CONTRACT APPROVAL, THE STATE WILL INSERT THE RESPONDENT'S PRICING INTO THIS ATTACHMENT]

HIPAA BUSINESS ASSOCIATE AGREEMENT COMPLIANCE WITH PRIVACY AND SECURITY RULES

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between The State of Tennessee, Department of Human Services (hereinafter "Covered Entity") and **BUSINESS ASSOCIATE NAME** (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Parties acknowledge that they are subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by Public Law 111-5, Division A, Title XIII (the HITECH Act), in certain aspects of its operations.

Business Associate provides services pursuant to State of Tennessee Contract No. **NUMBER** and, in the course of performing services under such Contract, Business Associate may come into contact with, use, or disclose Protected Health Information ("PHI"). In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, D and E, which require Covered Entity to have a written memorandum with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, make this Agreement.

DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.

- 1.1 "Breach of the Security of the [Business Associate's Information] System" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.2 "Business Associate" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.3 "Covered Entity" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.4 "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.5 "Electronic Protected Health Care Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.6 "Genetic Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.7 "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.8 "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.9 "Information Holder" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.10 "Marketing" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.11 "Personal information" shall have the meaning set out in its definition at T.C.A. § 47-18-2107
- 1.12 "Privacy Official" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).
- 1.13 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.
- 1.14 "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.15 "Required by Law" shall have the meaning set forth in 45 CFR § 164.512.

- 1.16 "Security Incident" shall have the meaning set out in its definition at 45 C.F.R. § 160.304.
- 1.17 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

- 2.1 Business Associate is authorized to use PHI for the purposes of carrying out its duties under the Services Contract. In the course of carrying out these duties, including but not limited to carrying out the Covered Entity's duties under HIPAA, Business Associate shall fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. Business Associate is subject to requirements of the Privacy Rule as required by Public Law 111-5, Section 13404 [designated as 42 U.S.C. 17934] In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.
- 2.2 The Health Information Technology for Economic and Clinical Health Act (HITECH) was adopted as part of the American Recovery and Reinvestment Act of 2009. HITECH and its implementing regulations impose new requirements on Business Associates with respect to privacy, security, and breach notification. Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of Covered Entity, Business Associate shall comply with HITECH. Business Associate and the Covered Entity further agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement have been incorporated into this Agreement between Business Associate and Covered Entity. Should any provision not be set forth specifically, it is as if set forth in this Agreement in its entirety and is effective as of the Applicable Effective Date, and as amended.
- 2.3 Business Associate shall use appropriate administrative, physical, and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, Services Contract(s), or as Required By Law. This includes the implementation of Administrative, Physical, and Technical Safeguards to reasonably and appropriately protect the Covered Entity's PHI against any reasonably anticipated threats or hazards, utilizing the technology commercially available to the Business Associate. The Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training and sanctions of members of its Workforce.
- 2.4 Business Associate shall require any agent, including a subcontractor, to whom it provides PHI received from, maintained, created or received by Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI or other confidential information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.5 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 2.6 Business Associate shall require its employees, agents, and subcontractors to promptly report, to Business Associate, immediately upon becoming aware of any use or disclosure of PHI in violation of this Agreement. Business Associate shall report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement. Business Associate will also provide additional information reasonably requested by the Covered Entity related to the breach.
- 2.7 As required by the Breach Notification Rule, Business Associate shall, and shall require its subcontractor(s) to, maintain systems to monitor and detect a Breach of Unsecured PHI, whether in paper or electronic form.
- 2.7.1 Business Associate shall provide to Covered Entity notice of a Provisional or Actual Breach of Unsecured PHI immediately upon becoming aware of the Breach.
- 2.7.2 Business Associate shall cooperate with Covered Entity in timely providing the appropriate and necessary information to Covered Entity.

- 2.7.3 Covered Entity shall make the final determination whether the Breach requires notification and whether the notification shall be made by Covered Entity or Business Associate.
- 2.8 If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate shall provide access, at the request of Covered Entity, to PHI in a Designated Record Set to Covered Entity, in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information.
- 2.9 If Business Associate receives PHI from Covered Entity in a Designated Record Set, then Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least 30 business days from Covered Entity notice to make an amendment.
- 2.10 Business Associate shall make its internal practices, books, and records including policies and procedures and PHI, relating to the use and disclosure of PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.
- 2.11 Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR § 164.528.
- 2.12 Business Associate shall provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of PHI in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least 30 business days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the PHI was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure. Business Associate shall provide an accounting of disclosures directly to an individual when required by section 13405(c) of Public Law 111-5 [designated as 42 U.S.C. 17935(c)].
- 2.13 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
- 2.13.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.
- 2.13.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.
- 2.13.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for PHI from Covered Entity.
- 2.14 Business Associate shall adequately and properly maintain all PHI received from, or created or received on behalf of, Covered Entity.
- 2.15 If Business Associate receives a request from an Individual for a copy of the individual's PHI, and the PHI is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for PHI in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward

the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.

- 2.16 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

- 3.1 Business Associate shall fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.
- 3.2 Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule and Public Law 111-5. This includes specifically, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect the Covered Entity's PHI against any reasonably anticipated threats or hazards. The Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and ensure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. The Business Associate will maintain appropriate documentation to certify its compliance with the Security Rule.
- 3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 3.4 Business Associate shall require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR § 164.304) of which it becomes aware. Business Associate shall promptly report any Security Incident of which it becomes aware to Covered Entity.
- 3.5 Business Associate shall make its internal practices, books, and records including policies and procedures relating to the security of electronic PHI received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.
- 3.6 Business Associate shall fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.
- 3.7 Notification for the purposes of Sections 2.8 and 3.4 shall be in writing made by email/fax, certified mail or overnight parcel immediately upon becoming aware of the event, with supplemental notification by facsimile and/or telephone as soon as practicable, to:

Wayne Glaus, Chief Information Officer
Tennessee Department of Human Services
Citizens Plaza Building, 4th floor
400 Deaderick Street
Nashville, TN 37243
Wayne.Glaus@tn.gov
Telephone # (615) 770-3891

- 3.8 Business Associate identifies the following key contact persons for all matters relating to this Agreement:
-

Business Associate shall notify Covered Entity of any change in the key contact during the term of this Agreement in writing within ten (10) business days.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contract(s), provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity. Business Associate's disclosure of PHI shall be subject to the limited data set and minimum necessary requirements of Section 13405(b) of Public Law 111-5, [designated as 42 U.S.C. 13735(b)]
- 4.2 Except as otherwise limited in this Agreement, Business Associate may use PHI as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.
- 4.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any PHI to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of PHI and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the PHI is breached immediately upon becoming aware.
- 4.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- 4.5 Business Associate may use PHI to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1).
- 4.6 Business Associate shall not use or disclose PHI that is Genetic Information for underwriting purposes. Moreover, the sale, marketing or the sharing for commercial use or any purpose construed by Covered Entity as the sale, marketing or commercial use of member's personal or financial information with affiliates, even if such sharing would be permitted by federal or state laws, is prohibited.
- 4.7 Business Associate shall enter into written agreements that are substantially similar to this Business Associate Agreements with any Subcontractor or agent which Business Associate provides access to Protected Health Information.
- 4.8 Business Associates shall implement and maintain information security policies that comply with the HIPAA Security Rule.

5. OBLIGATIONS OF COVERED ENTITY

- 5.1 Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of PHI.
- 5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses.
- 5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

7. TERM AND TERMINATION

- 7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, Section 7.3. below shall apply.
- 7.2 Termination for Cause.
- 7.2.1 This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.
- 7.2.2 Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- 7.2.2.1 Provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or
- 7.2.2.2 If Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.
- 7.2.2.3 If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.
- 7.3 Effect of Termination.
- 7.3.1 Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- 7.3.2 In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of PHI is unfeasible; Business Associate shall extend the protections of this Memorandum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

8. MISCELLANEOUS

- 8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and or Security Rule means the section as in effect or as amended.
- 8.2 Indemnity. The Business Associate shall indemnify the Covered Entity and hold it harmless for any claims, losses or other damages arising from or associated with any act or omission of Business Associate under this Agreement. This includes the costs of responding to a breach of the Agreement or the release of PHI contrary to the terms and conditions of this Agreement, the costs of responding to a government enforcement action related to the breach, and any resultant fines, penalties, or damages paid by the Covered Entity.
- 8.3 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, including any amendments required by the United States Department of Health and Human Services to implement the Health Information Technology for Economic and Clinical Health and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended,

including, but not limited to changes required by the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

- 8.4 Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Memorandum shall survive the termination of this Agreement.
- 8.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.
- 8.6 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

Wayne Glaus
Chief Information Officer
Tennessee Department of Human Services
Citizens Plaza Building, 4th floor
400 Deaderick Street
Nashville, TN 37243
Wayne.Glaus@tn.gov
Telephone # (615) 770-3891

BUSINESS ASSOCIATE:

ENTITY NAME
NAME AND TITLE
ADDRESS
Telephone: NUMBER
Fax: NUMBER

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

- 8.7 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement
- 8.8 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
- 8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.
- 8.10 Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.
- 8.11 Security Breach. A violation of HIPAA or the Privacy or Security Rules constitutes a breach of this Business Associate Agreement and a breach of the Service Contract(s) listed on page one of this agreement, and shall be subject to all available remedies for such breach.

IN WITNESS WHEREOF,

DEPARTMENT OF HUMAN SERVICES:

DANIELLE BARNES, COMMISSIONER

Date:

BUSINESS ASSOCIATE LEGAL ENTITY NAME:

NAME AND TITLE

Date:

STATEMENT OF WORK TEMPLATE

Statement of Work For Contract #[X]

Department of Human Services



System Integration and Technical Advisory Services

SOW Request ID: [Enter #]

SOW Title: [Enter title]

Original SOW Request Date: [Enter date]

Date Approved: [Enter date]

[Legend: Red font is for placeholders and notes for the State.
Blue for placeholders and notes for the Contractor]

Part 1. Statement of Work (SOW) Request

1.0 SOW Overview

1.1 Request Summary

The Tennessee Department of Human Services (TDHS) requests that the Contractor provide *[insert a brief description of the SOW]* through this SOW Request. This work is being performed under Contract [#] ("Contract"). This Statement of Work (SOW) incorporates by reference the terms and conditions, specifications, and other contract documents of the Contract. In case of any conflict between this SOW and the Contract, the Contract shall prevail.

1.2 Background

- [Describe the context for the SOW and need for the Contractor's services]*
- [List any applicable documents or supporting materials pertaining to the SOW]*

1.3 Contract References

The applicable contract sections for this SOW request are noted below: *[State to check all that apply]*

Category 1*	EIP Framework Planning Services
<input type="checkbox"/>	General EIP Framework Planning Services (Contract Section A.11)
Category 2*	EIP Services
<input type="checkbox"/>	Requirements Validation (Contract Section A.12)
<input type="checkbox"/>	Development and Implementation (Contract Section A.13)
<input type="checkbox"/>	Technical Staff Training (Contract Section A.14)
<input type="checkbox"/>	Hardware/Software Support (Contract Section A.15)
Category 3	System Integration Services
<input type="checkbox"/>	Modules/Components (Contract Section A.16)
<input type="checkbox"/>	Interfaces (Contract Section A.17)
<input type="checkbox"/>	Testing (Contract Section A.18)
Category 4	Technical Advisory Services
<input type="checkbox"/>	General Technical Advisory Services (Contract Section A.19)
Category 5	Technical Staffing Services
<input type="checkbox"/>	General Technical Staffing Services (Contract Section A.20)

2.0 SOW Timelines

2.1 SOW Quote Submission Deadline

The deadline for the Contractor to submit the SOW Quote to the Project Director is: *[Enter date]*

2.2 Estimated Timeline and Period of Performance

The SOW must begin no later than *[Month, Year]* and be completed by *[Month, Year]*.

3.0 SOW Requirements and Deliverables

3.1 Requirements

- *[Tasks to be performed and any additional Contractor staff qualifications for specialized projects (e.g. subject matter expertise)*
- *Tasks that do not result in specific deliverables (i.e. project management) along with applicable Contract sections*
- *Any known non-standard work schedule tasks*
- *Location(s) where project work is required to be performed or may be performed, including the use of onsite, offsite, and offshore resources at the State's discretion]*

3.2 TDHS Tasks and Responsibilities

- *Tasks to be performed by TDHS*
- *Precise description of all hardware, software, data services, and facilities the State will provide*

3.3 Deliverables

- *Items (deliverables) that will be developed or provided from the performance of the tasks (i.e., products, service, plans, status reports, documentation)*
- *All transition/turnover materials (source code, manuals, etc.)*
- *Dates for delivery if such date must be mandated*

3.4 Exclusions

- *Tasks which are not part of the scope of this project*

4.0 Pricing and Payments

4.1 Pricing Methodology

The pricing methodology for this SOW will be:

<input type="checkbox"/>	Fixed fee by payment milestone
<input type="checkbox"/>	Hourly billings

[Use the following for the fixed fee payment milestones approach.]

The Contractor must complete and TDHS must accept each Payment Milestone and the associated Deliverables before the Contractor can invoice the State for work performed under the resulting SOW. The following table provides a summary of the Payment Milestones, associated Deliverables, and due dates for this SOW Request (defined in SOW Request Section 4.2):

Payment Milestone	Deliverables	Due Date
X	X	X
X	X	X

[Use the following for the hourly billing approach.]

The Contractor shall bill hours by position for actual hours worked, with a report of the hours on each activity on which each individual worked. The total [costs/hours] for this SOW shall not exceed [dollars/number of hours].

4.2 Performance Measures *[Optional section]*

Compensation to the Contractor will be tied to performance measures, as outlined in Contract Section A.25. The performance measures for this SOW shall consist of those in Contract Section A.25 and the ones listed in table below.

Additional Performance Measure	Measure Details	Milestone Performance Target
X	X	X
X	X	X

[Add rows as necessary]

Per Contract Section C.3, each invoice shall factor in any payment impact from not meeting performance measures as outlined in Contract Section A.25 and SOW Request Section 4.2.

5.0 Review, Approval, and Acceptance Criteria

- [The focus of this section is to define the process for submitting, approving, and rejecting tasks and deliverables (including testing dates and scenarios); if no SOW-specific terms exist, please reference Contract Section A.5 “Review and Approval of Deliverables” and A.27 “Inspection and Acceptance.”]*
- [Describe in detail the precise definition of the conditions and criteria that will be applied to determine that the SOW has been successfully completed.]*

Part 2. Statement of Work (SOW) Quote

(Contractor to Complete)

In accordance with Contract Section A.4, the Contractor shall provide an SOW Quote in response to a SOW Request shown in Part 1. The Contractor shall respond within the timeframe requested by the State in SOW Request Section 2.0.

By submitting the SOW Request, the Contractor agrees to meet the requirements in the SOW Request, including provision of the Deliverables by the State's requested due dates, unless such dates are extended in writing by the State.

1.0 Pricing

[One or more of the options below can be used to meet TDHS' needs for the SOW. TDHS to customize this section to meet their needs for the SOW. For the fixed fee approach, the State can ask to see the payments by payment milestones AND have the total cost also broken out by position for transparency]

[The Contractor shall provide the cost per payment milestone listed in the SOW Request Section 4.2.]

Payment Milestone	Total Cost
X	\$X
X	\$X

Total: \$X

[The Contractor shall provide the hours by job position needed to fulfill the requirements outlined in this SOW Request. The hourly rates cannot exceed the hourly rates established in Contract Attachment E]

Position	Resource Name	Contractual Hourly Rate	Number of Hours	Total Cost (Rate x Hours)
X	X	\$X	X	\$X
X	X	\$X	X	\$X

Total: \$X

[The Contractor shall provide services to execute the SOW at the hourly rates established in Contract Attachment X]; the maximum [hours/dollars] for this SOW will not exceed [Insert hours/dollar amounts]

2.0 Key Assumptions

The Contractor has identified the following assumptions upon which this SOW Quote and pricing are based:

- [Contractor to insert assumptions.]*

3.0 Resumes *[Optional, based on the State's Preference]*

In accordance with Contract Section A.4, the Contractor has provided resumes *[below/in Attachment X]* for all individuals who will provide the services outlined in this SOW Request. TDHS shall have the right to refuse anyone the Contractor proposes based on qualifications, prior experience with the individual, or other reason.

- *[Provide resumes for each position which the Contractor has proposed hours for in SOW Quote Section 1.0]*

4.0 Additional Information *[Placeholder]*

Respond to any additional information requests in the SOW Request.

5.0 SOW Clarifications

The Contractor may request written clarifications of SOW Request. The State will provide responses to such clarifications in writing and any changes will be incorporated into the SOW Request during the review/revision period. The State reserves the right to request revisions and updates from the Contractor for the SOW Quote as clarifications are incorporated. Any issues or ambiguity related to the SOW Request's scope that the Contractor has must be resolved before the SOW is signed. Following the State acceptance and all parties' signatures, the SOW Request and SOW Quote shall constitute an SOW under the Contract.

Below is a history of the clarifications made during the development of this SOW.

Question	State Response	Response Date

Part 3. SOW

SOW REQUEST # [INSERT SOW REQUEST #]

STATEMENT OF WORK

Between the State of Tennessee, Department of Human Services
and
[Insert Contractor Name]

This SOW, by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and **[Insert Contractor Name]**, hereinafter referred to as the "Contractor" is as follows:

This SOW is comprised of the SOW Request and the SOW Quote. The Contractor understands and agrees that this SOW is governed by the provisions of Edison Contract Number **[Insert Contractor Edison Contract Number]**, hereinafter referred to as the "Contract". In the provision of services pursuant to this SOW, the Contractor shall conform to these provisions in their entirety. In the event of a conflict between the SOW and the Contract, the Contract shall prevail. This agreement may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

Payments to the Contractor pursuant to this SOW will be made in accordance with the payment terms of the Contract.

The State may, at any time and for any reason, terminate this SOW.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME: [X]

NAME & TITLE

DATE

TENNESSEE DEPARTMENT OF HUMAN SERVICES

DANIEL BARNES, COMMISSIONER

DATE

[Add Other State Agency Signatories as Needed, such as CPO or STS.]

APPENDIX 1: ESM Solution Background and Vision

TDHS is the State's lead agency in improving the well-being of the Tennesseans who are economically disadvantaged, vulnerable or living with disabilities, through a network of financial, employment, protective and rehabilitation services. TDHS is responsible for administering numerous services throughout Tennessee, including Families First (the State's Temporary Assistance for Needy Families ("TANF") program), Supplemental Nutrition Assistance Program ("SNAP"), Child Support, Child Care, Adult Protective Services, and Rehabilitation Services.

The ESM Solution was initiated by TDHS with the recognition that over the years Tennessee has taken a "silo approach" in building technical solutions, resulting in multiple legacy systems using different and incompatible technical standards and redundant components. Through the ESM Solution, TDHS plans to modernize and replace the TDHS legacy information systems, which support Family Assistance (including TANF, SNAP), Child Care Services, and Child Support programs. The vision of the ESM Solution is to deploy a set of integrated systems aligned with and capable of supporting TDHS' customer-focused model of practice. Some of the core benefits to TDHS expected from the ESM Solution includes:

- Robust self-service, coordination of services to achieve efficiency and effectiveness, and ability to establish universal workload distribution where and when possible
- Contemporary technology with a modern look and feel
- Technology that is cost-effective to operate and maintain. This includes using existing State technology investments where they offer the best value to TDHS and the State
- Technology that is fully adaptable and extensible as business conditions and TDHS strategies change
- Ability to leverage shared technology and business components, when possible

The ESM Solution will utilize an enterprise approach which places emphasis on establishing a set of standards for the hardware, software, interoperability, data governance, management and operations, and hosting of the technical solutions supporting TDHS programs. Together these programs serve over two million Tennesseans and support over 3,600 TDHS employees. The key enabler of this approach will be the Enterprise Integrated Platform ("EIP"), a Service-Oriented Architecture ("SOA") foundation based on standardized technology infrastructure components and interoperable technical and business services.

ESM Solution Approach

In early 2017, TDHS engaged a vendor to conduct a feasibility study and alternatives analysis to explore the options available to fulfill the ESM Solution vision. From that project, TDHS evaluated options and identified five major components that will individually and collectively help realize the ESM Solution vision. The five components are described in the table below.

Component	Description
Enterprise Platform Part 1	Identify and implement the initial components of the EIP, readying them for use. <ul style="list-style-type: none">• Enterprise Service Bus ("ESB")• Enterprise Content Management ("ECM")
Child Support System Replatform and Modernization	Modernize the Tennessee Child Support Enforcement System ("TCSES") through the following phases: <ul style="list-style-type: none">I. Migrate to a new operating systemII. Convert codeIII. Modernize user interface ("UI")/user experience ("UX")IV. Enhance functionalityV. Integrate into enterprise platform

Family Assistance and Child Care System(s) Implementation	Design, develop, and implement a new Family Assistance and Child Care System(s), including but not limited to: <ul style="list-style-type: none"> • A Transfer or commercial off the shelf Family Assistance and Child Care system that provides integrated eligibility determination as well as Family Assistance benefits management, appeals tracking, and claims management • The enhanced Tennessee Licensed Care System (“TLCS”); • A Child Care financials solution; and • The BacTrak fingerprinting and criminal background tracking system
Enterprise Platform Part 2	Implement a horizontal Portal, which includes UI and user experience management, access control, collaboration, communications, and document search capabilities.
Enterprise Platform Part 3	Implement MDM approach, which includes master person index, master provider index, and record locator service. <ul style="list-style-type: none"> • Note: TDHS has not yet made the decision to standardize other components (such as Business Intelligence, Analytics, and the rules engine) across the various program area systems.

ESM Solution

Three main solution areas have been identified that directly support the ESM Solution vision with transactional systems that, with the EIP, provide technology enablement and support for specific programs as described below. The solutions included in the ESM Solution must be integrated into the EIP through the support and efforts of the Contractor; however, the modernization and/or implementation of these solutions shall be provided by the Program Module Providers.

1. **Integrated Family Assistance and Child Care Eligibility and Family Assistance Benefit Management System**
 - a. This includes the replacement of legacy systems: Automated Client Certification and Eligibility Network for Tennessee (“ACCENT”), Claims Online Tracking System (“COTS”), and Appeals Resolution Tracking System (“ARTS”). It also includes the eligibility functionality in the Tennessee Child Care Management System (“TCCMS”). The services impacted include:
 - i. Integrated eligibility for TANF, SNAP, and Child Care
 - ii. Benefits management for TANF and SNAP
 - iii. Program integrity functions
 - iv. Hearings and appeals functions
 - b. Note: The current ACCENT system was designed to also support the Medicaid program (TennCare) but the new Family Assistance solution will not include Medicaid. Medicaid eligibility will be provided by TennCare’s Tennessee Eligibility Determination System (“TEDS”).
2. **Child Care Services System**
 - a. This includes the modernization of the several legacy systems through replacement or enhancements, including: TCCMS, Tennessee Licensed Care System (“TLCS”), and the BacTrak fingerprinting and criminal background tracking.
 - b. These systems will be enabled with by EIP to provide functionality in the following areas:
 - i. Track attendance
 - ii. Calculate payments for providers
 - iii. Compute funding usage
 - iv. Prepares and reports financial data
 - v. Store and monitor provide licensing information
 - vi. Collect and maintain regulated provider data, including fees
 - vii. Track the fingerprinting and subsequent activities and record the ultimate determination of the suitability of individuals for licensing and employment. Provide updated background information from TBI and FBI
3. **Child Support Services System**
 - a. TCSES will be modernized in two distinct phases:
 - i. Phase 1 (referred to as “TCSES Replatform”) migrates the operating system and code to newer technologies that removes dependency on current legacy platform, infrastructure and development tools

- ii. Phase 2 (referred to as “TCSES Enhancements”) completes the modernization and integration of the legacy TCSES into the EIP

Current TDHS Technology Environment

The following figure and tables provide further overview descriptions of the current core and supporting application systems, a summary of the functionality supported, the key technologies used and the approach used to operate and host these systems. These systems and environments are for the main TDHS business areas that are the focus of the ESM Solution (see Figure 1 and Tables 1-3 below). This information is provided as a reference for the Contractor to understand the scope and undertaking of the modernization effort as well as the scale of anticipated, replacement or modernized Program Modules.

Figure 1. Current TDHS Systems Overview

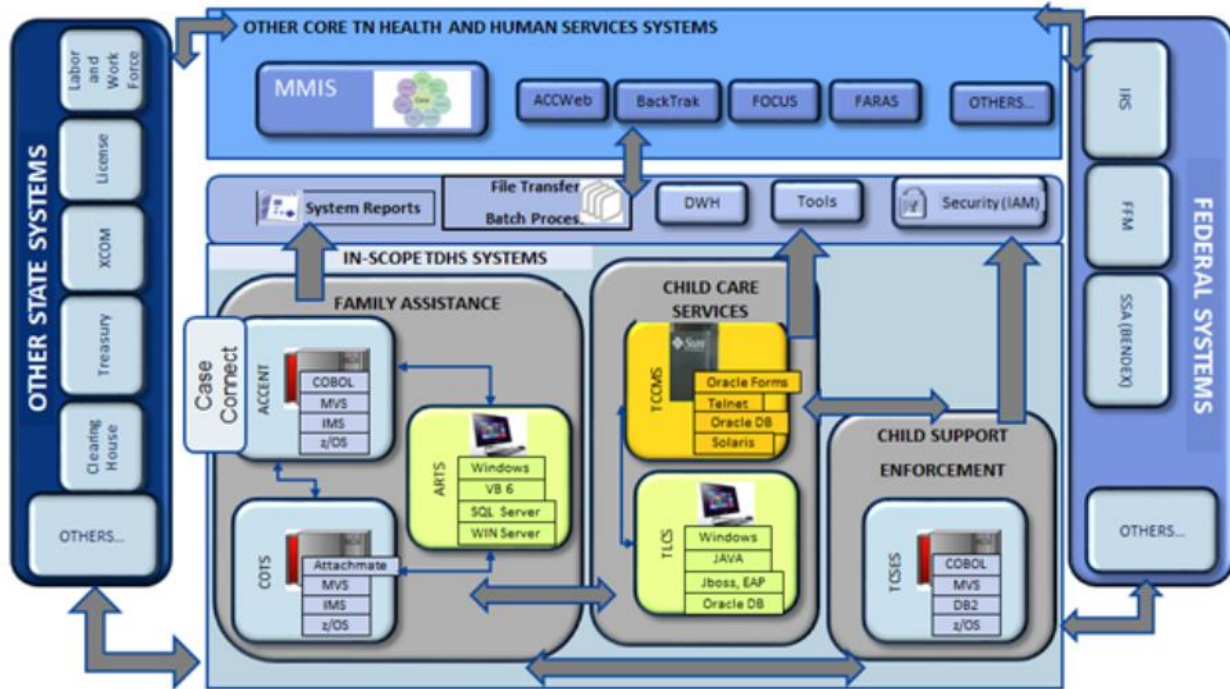


Table 1. Legacy Family Assistance Systems

Application	Description	Functionality Supported	Technologies Used	Operational Support
Automated Client Certification and Eligibility Network for Tennessee (“ACCENT”)	Integrated solution built on legacy mainframe technologies, to support eligibility processing for TANF, SNAP, and Medicaid	<ul style="list-style-type: none"> Eligibility determination Benefit issuance Financial and Administrative support 	Mainframe <ul style="list-style-type: none"> MVS Cobol Telon z/OS IMS DB/DC 	System Profile: <ul style="list-style-type: none"> 8,100 users 31,000 TANF assistance units 550,000 SNAP assistance units
Sub-Systems: CaseConnect Portal	CaseConnect Portal - A frontend portal with uni-directional data flow from ACCENT to portal for			Hosted on servers provided by IBM at a remote data center

Application	Description	Functionality Supported	Technologies Used	Operational Support
	displaying Case status			
Claims Online Tracking System ("COTS")	Tracks all SNAP and TANF benefit overpayment claims. The system is primarily used to capture specific information about the claim including recipient information, overpayment periods and amounts, classification, accounting and payments, and associating notes or narratives.	<ul style="list-style-type: none"> Track benefit overpayment claims Claim recipient information Overpayment periods and amounts Accounting and payments 	Mainframe <ul style="list-style-type: none"> MVS Attachmate Extra z/OS IMS 	System Profile: <ul style="list-style-type: none"> 6,100 users 185,000 TANF claims 590,000 SNAP claims Hosted on servers provided by IBM at a remote data center
Appeals Resolution Tracking System ("ARTS")	Tracks appeals filed by individuals who are dissatisfied with any action or inaction when applying for or receiving services in any program administered by TDHS. Appeals filed are tracked from inception through resolution.	<ul style="list-style-type: none"> Appeals tracking for eligibility and benefit determinations Appeals resolution Administrative disqualification hearings Guiding and tracking conciliatory efforts 	Client Server <ul style="list-style-type: none"> Windows Server 2003 VB 6.0 Windows App SQL Server 	System Profile: <ul style="list-style-type: none"> 1,100 users Application and supporting infrastructure is managed in-house
Family Assistance Data Marts And Reporting	Data is extracted from a variety of systems to support Family Assistance reporting and decision support needs	<ul style="list-style-type: none"> Scheduled and ad-hoc reporting Queries Data extracts to personal productivity tools 	Client Server <ul style="list-style-type: none"> MS SQL Server MS Integration Server MS Power BI Tableau Server and Desktop 	System Profile: <ul style="list-style-type: none"> 600 users All components managed at TDHS and STS

Table 2. Legacy Child Care Systems

Application	Description	Functionality Supported	Technologies Used	Operational Support
Tennessee Child Care Management System ("TCCMS")	Unix system based on legacy Oracle Forms technology. It manages the cases of about 30,000 children and makes monthly payments of over \$10 million to approximately	<ul style="list-style-type: none"> Collects data for child care eligibility determination Records authorized eligibility determination Calculate payments for providers 	Unix based Client Server <ul style="list-style-type: none"> Solaris Oracle Forms 5.5 Micro Focus COBOL Telnet Oracle DBMS 	System Profile: <ul style="list-style-type: none"> 500 users 30,000 cases 2800 providers

Application	Description	Functionality Supported	Technologies Used	Operational Support
	2,800 child care providers.	<ul style="list-style-type: none"> • Computes funding usage • Prepares and reports financial data 		
Tennessee Licensed Care System ("TLCS")	<p>Supports and aids in the case management functions of staff charged with regulating Child Care and Adult Care facilities.</p> <p>The system stores and retrieves licensing information and collects and maintains data pertaining to regulated providers, fees and employee information, with associated multilevel TDHS reporting.</p>	<ul style="list-style-type: none"> • Store and retrieve licensing information • Collect and maintain regulated provider data, including fees 	<p>N-Tier Architecture</p> <ul style="list-style-type: none"> • Windows • Java 1.7 • JBoss EAP • Oracle DB 	<p>System Profile:</p> <ul style="list-style-type: none"> • 260 users • 110 screens
BacTrak System	Tool for all Investigations and Licensing personnel who need to prepare criminal background inquiries	<ul style="list-style-type: none"> • Tracks the fingerprinting and subsequent activities and records the ultimate determination of the suitability of individuals for licensing and employment. • TBI updates background information obtained from FBI into the system. 	<p>Web Application</p> <ul style="list-style-type: none"> • Java 1.6 running on JBoss EAP 5.1 • Oracle DB 12c 	<p>System Profile:</p> <ul style="list-style-type: none"> • 25-80 investigator users • 300 portal users • 50,000 lines of code

Table 3. Legacy Child Support Systems

Application	Description	Functionality Supported	Technologies Used	Operational Support
Tennessee Child Support Enforcement System ("TCSES")	A large mainframe system and has been in use for 21 years. It was a system transferred from	<ul style="list-style-type: none"> • Case initiation • Enforcement • Location • Financial processing • Case 	<p>Mainframe</p> <ul style="list-style-type: none"> • z/OS • Cobol • DB2 	<p>System Profile:</p> <ul style="list-style-type: none"> • 3,000 users • 380,000 cases • 191,000 cases receive money • 394 Court

Application	Description	Functionality Supported	Technologies Used	Operational Support
	Texas that required significant modifications to accommodate Tennessee's business needs. TCSES achieved Level III federal certification for its full compliance with the requirements mandated by PRWORA in 2004.	<ul style="list-style-type: none"> management Reporting Establishment Security and privacy 		<ul style="list-style-type: none"> clerks 48 Child Support Offices 3500 Cobol programs 370+ batch processes 429 on-line processes 244 print processes Over 400 DB2 tables <p>Hosted on servers provided by IBM at a remote data center</p>

APPENDIX 2: Enterprise Integration Platform (“EIP”) Background

The EIP shall consist of five (5) key distinct solution components that, together, support the EIP’s core functional capabilities are:

- “Integrated Eligibility Application and Screening/Application/Determination (“SAD”)”– Common rules engine to determine eligibility and benefits for TDHS programs;
- Portal capabilities – Includes user interface and user experience management, access control, collaboration, communications, and document search capabilities;
- Enterprise information exchange capabilities – Includes data exchange using National Information Exchange Model (NIEM) standard, access to common enterprise services, harvesting of data from a variety of source systems and populating multiple data stores, hub and spoke application integration through a TDHS hub, and provision of data services hub; includes ESB, ECM, and Integration Brokerage.
- MDM capabilities – Includes master person index, master provider index and record locator service;
- Analytics and BI capabilities – Includes integration, analysis and delivery of analytics in the form of alerts and notifications and reports.

EIP Technical Reference Architecture

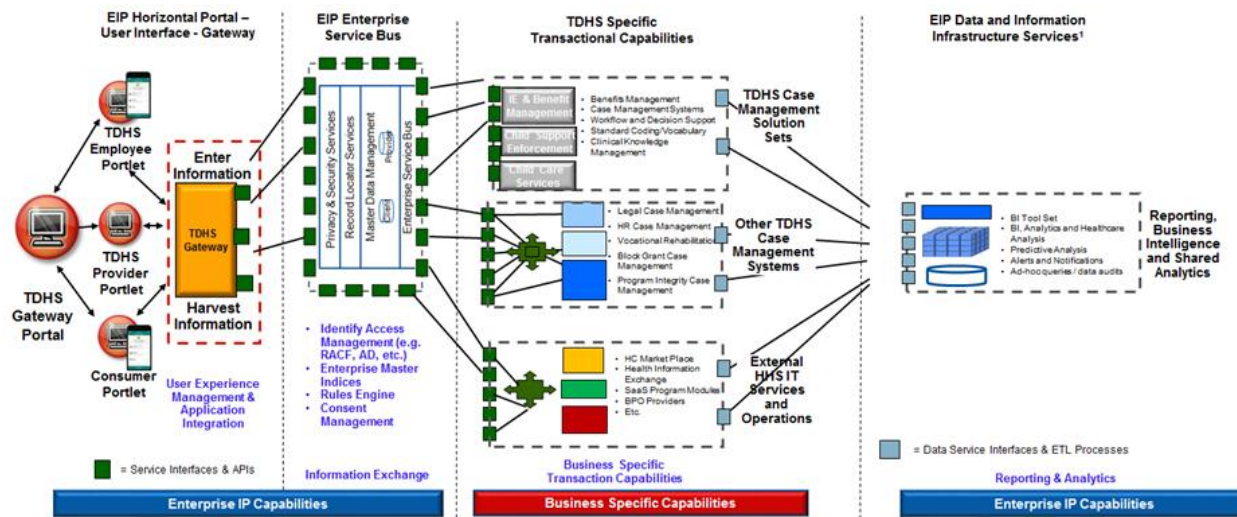
The EIP’s planned technology must provide the following business and technical capabilities and key benefits:

- Robust self-service that enables customers, partners and providers to complete significant portions of their interaction with TDHS independently through end-user devices of their choice
- Coordination of services to achieve efficiency and effectiveness of service delivery, and ability to establish universal workload distribution capabilities where and when possible, across the State
- Contemporary technology with a modern look, feel and user experience
- Technology that is cost-effective to operate and maintain
- Technology that is modular, interoperable, agile, reusable and fully adaptable and extensible as business conditions and TDHS strategies change
- Ability to leverage shared technology and business services and components
- Based on the ESM Solution vision and imperatives, an EIP with common key capabilities is the best approach to support the needs of all in-scope business units
- Enablement of the EIP vision by moving from program-centric to person-centric model of practice

The EIP will allow TDHS to move from large legacy, siloed systems, to an agile, flexible, interoperable and extensible enterprise platform based on service-oriented architecture principles and best practices.

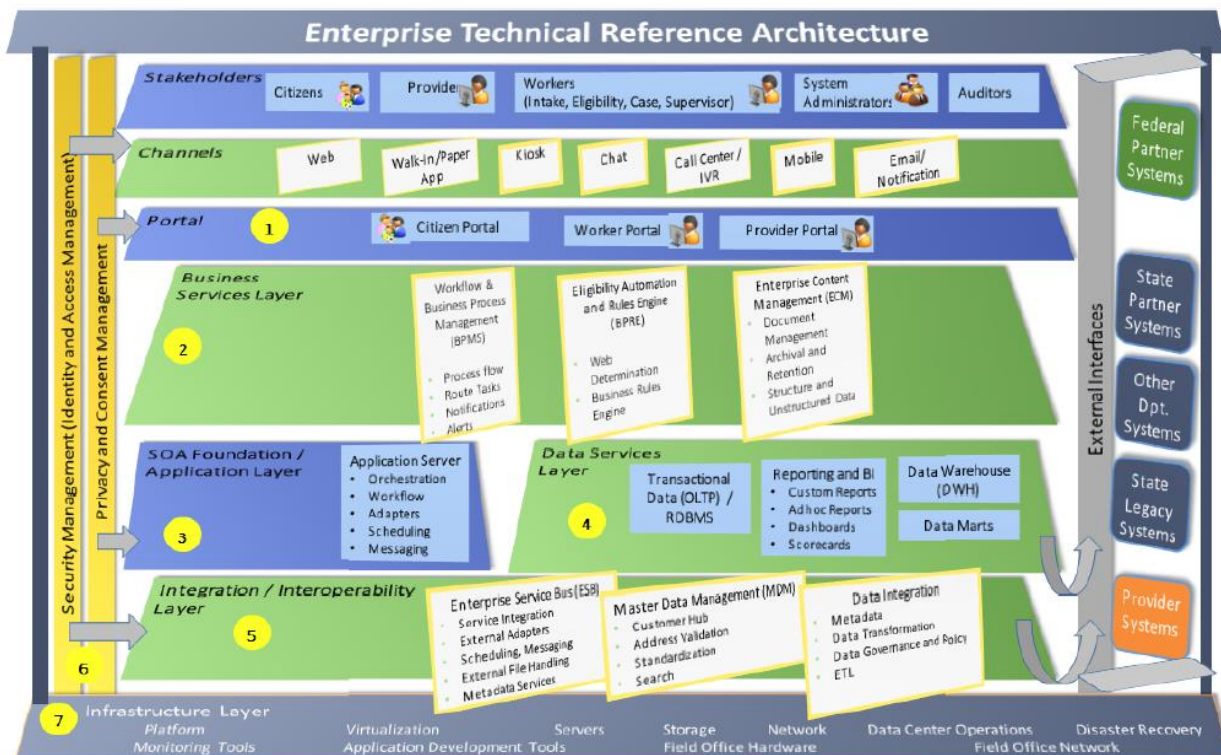
Figure 1 below shows a view of the conceptual future technical architecture for the ESM Solution, as designed in the 2017 feasibility study of the ESM Solution.

Figure 1. ESM Solution Architecture Overview – Conceptual Future Technical View



The EIP will be aligned with the State's preferred seven-layer Technical Reference Architecture, which has been designed to deliver the EIP capabilities as described below.

Figure 2. Seven Layer Technical Reference Model to Deliver the Solution Architecture



1. **Presentation Layer** – Contains the components that implement and display the user interface and manage user interaction. This layer includes controls for user input and display, in addition to components that organize user interaction. For ESM Solution, the following components are categorized under this layer:

- a. Portal architecture

Use Cases	Core Capabilities Envisioned
-----------	------------------------------

Use Cases	Core Capabilities Envisioned
<ul style="list-style-type: none"> • Access / Intake / Application • Eligibility Determination • Program Enrollment / Authorization • Redetermination and Re-Certification • Provider Application • Issue Benefits • Caseload Management / Worker Assignment • Calendar Management / Appointment • Scheduling • Case or Person Search / Look-up • View Case Documentation 	<ul style="list-style-type: none"> • Friendly and intuitive self-service web-based solution to the public. • Allow partners to access information (e.g. registration, status vs. contract, license status) through multiple channels (On-line, Office, Kiosk etc.) • Self-service screening for benefits • Support a portal UI framework that separates content from logic and is robust, scalable and interoperable with W3C Web-based standards. • Support portal personalization and customization capabilities for the constituent user experience. • Support access from multiple channels and devices. • Support Web content management System that is robust and scalable. • Support time-based content expiration and version management capabilities. • Support multimedia Web content management capabilities. • Support chat and instant messaging (IM) support. • One common portal and one account (single sign-on) for each beneficiary with security that meets all guidelines • Support communication of TDHS initiatives to recipients

2. **Business Services Layer** – Captures the business logic, which is defined as any application logic concerned with the retrieval, processing, transformation, and management of application data; application of business rules and policies; and ensuring data consistency and validity. For the ESM Solution, the following components are categorized under this layer:
- a. Workflow and Business Process Management (“BPM”)

Use Cases	Core Capabilities Envisioned
<ul style="list-style-type: none"> • Access / Intake / Application • Eligibility Determination • Program Enrollment / Authorization • Redetermination and Re-Certification • Provider Application • Issue Benefits • Caseload Management / Worker Assignment • Waitlist Management • Notices and Alerts 	<ul style="list-style-type: none"> • Support a robust and easily configurable workflow engine • Support capability to route work to the next person in a workflow based on process outcomes • Provide process execution and State management • Interact/integrate with Enterprise Data Management (“EDM”) and content management systems • Enable collaboration • Enable BAM (Business Activity Monitoring) and event-based notifications • Provide simulation and optimization • Provide robust security functions • Provide a registry for process components • Provide robust administration functions

b. Business Rules Engine ("BRE")

Use Cases	Core Capabilities Envisioned
<ul style="list-style-type: none"> Rules and Calculation Tools Access / Intake / Application Eligibility Determination Program Enrollment / Authorization Redetermination and Re-Certification Provider Application Issue Benefits Caseload Management / Worker Assignment Calendar Management / Appointment Scheduling Etc. 	<ul style="list-style-type: none"> Fully integrate and manage imaged documents (and other semi-structured objects) to encompass more of the business processes and increase location-independence Support electronic files capture, archival and retrieval At a minimum, support these services for document gathering, archival and retention <ul style="list-style-type: none"> Library services Record services Content creation and capture Metadata management Navigation and search Security and access control Service architecture and integration to other Solution components

c. ECM

Use Cases	Core Capabilities Envisioned
<ul style="list-style-type: none"> Paper Document Processing Electronic Document Processing View Case Documentation Web Content Management Image Capture Channel Optimization 	<ul style="list-style-type: none"> Fully integrate and manage imaged documents (and other semi-structured objects) to encompass more of the business processes and increase location-independence Support electronic files capture, archival and retrieval At a minimum, support these services for document gathering, archival and retention <ul style="list-style-type: none"> Library services Record services Content creation and capture Metadata management Navigation and search Security and access control Service architecture and integration to other Solution components

3. **SOA Foundation/Application Layer** – Backbone of all application services, designed to be interoperable and fully modular, allowing for selection of components on a build-as-you-go basis, by adding components as new requirements are addressed. For the ESM Solution, the following components are categorized under this layer:

a. Application Server

Use Cases	Core Capabilities Envisioned
<ul style="list-style-type: none"> Support all Use Cases. <p>Note: This is a core foundational architectural component of the EIP through which other solution components of the solution architecture fulfill all the functional requirements.</p>	<ul style="list-style-type: none"> Invocation- support for synchronous and asynchronous transport protocols, service mapping (locating and binding) Routing- addressability, static/deterministic routing, content-based routing, rules-based routing, policy-based routing Mediation- adapters, protocol transformation, service mapping Messaging- message-processing, message transformation and message enhancement Service orchestration- coordination of multiple implementation services exposed as a single, aggregate service Complex event processing- event-interpretation, correlation, pattern-matching Quality of service- security (encryption and signing), reliable

	<ul style="list-style-type: none"> delivery, transaction management • Agnosticism- general agnosticism to operating-systems and programming-languages; for example, it should enable interoperability between Java and .NET applications • Protocol Conversion- comprehensive support for topical communication protocols service standards • Message Exchange Patterns- support for various Message Exchange Patterns. For example: synchronous request/response, asynchronous request/response, send-and-forget, publish/subscribe • Adapters- adapters for supporting integration with legacy systems, possibly based on standards • Provide a standardized security-model to authorize, authenticate and audit use of the ESB
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4. **Data Services Layer** – Provides an abstraction layer for independent data access. These components abstract the logic required to access the underlying data stores. They centralize common data access functionality in order to make the application easier to configure and maintain. For the ESM Solution, the following components are categorized under this layer:

a. Online Transaction Processing (“OLTP”) Database Management Systems (“DBMS”)

Use Cases	Core Capabilities Envisioned
<ul style="list-style-type: none"> All Use Cases. <p>Note: This is a core foundational architectural component of the EIP through which other solution components of the solution architecture fulfill all the functional requirements.</p>	<ul style="list-style-type: none"> High-speed, high-volume processing Automated data distribution Multiple data types/structures Tunable consistency Continuous high-speed ingest Cloud/hybrid deployment ACID support Administration and management

b. Online Analytical Processing (“OLAP”) and BI

Use Cases	Core Capabilities Envisioned
<ul style="list-style-type: none"> Ad hoc Reporting Dashboards Search based BI Ad hoc Query Data Mining 	<ul style="list-style-type: none"> Analytic dashboards & content BI platform administration Business user data mashup Cloud deployment Collaboration & social integration Customer services Development and integration Ease of use Embedded BI Free form interactive exploration Internal platform integration IT-developed reports and dashboards Metadata management Mobile enablement Traditional styles of analysis Self-service BI

5. **Integration/Interoperability Services Layer** – Enables interoperability providing the capability to mediate transformation, routing, and protocol conversion to transport service requests from the service requester to the correct service provider. For the ESM Solution, the following components are categorized under this layer:

a. ESB

Use Cases	Core Capabilities Envisioned
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<ul style="list-style-type: none"> • Interoperability with Federal Systems • Interoperability with other Departmental or State Systems • Integration governance and visibility • Security and privacy control 	<ul style="list-style-type: none"> • Invocation- support for synchronous and asynchronous transport protocols, service mapping (locating and binding) • Routing- addressability, static/deterministic routing, content-based routing, rules-based routing, policy-based routing • Mediation- adapters, protocol transformation, service mapping • Messaging- message-processing, message transformation and message enhancement • Service orchestration- coordination of multiple implementation services exposed as a single, aggregate service • Complex event processing- event-interpretation, correlation, pattern-matching • Quality of service- security (encryption and signing), reliable delivery, transaction management • Agnosticism- general agnosticism to operating-systems and programming-languages; for example, it should enable interoperability between Java and .NET applications • Protocol conversion- comprehensive support for topical communication protocols service standards • Message exchange patterns- support for various message exchange patterns. For example: synchronous request/response, asynchronous request/response, send-and forget, publish/subscribe • Adapters- adapters for supporting integration with legacy systems, possibly based on standards • Security- a standardized security-model to authorize, authenticate and audit use of the ESB
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b. MDM

Use Cases	Core Capabilities Envisioned
<ul style="list-style-type: none"> • Cross Program Search • Referral Management • Cross Program Eligibility Determination 	<ul style="list-style-type: none"> • MDM implemented as an Enterprise Master Person Index ("EMPI") and done as a registry model. • Data validation based on a "System of Reference" where the source systems remain the author of the master data • Federation using replication or physical consolidation with unidirectional data flow into the consolidated data set • Processing occurring in batch or real time with data latency driven by events or batch processing • Data quality controls in/at the master data repository • Primary customer will be downstream: BI, reporting and dashboards • Search complexity will be relatively light • Implemented with minimal changes to source systems

c. Data integration including extract/transform/load ("ETL") of data sets and enterprise information integration ("EII")

Use Cases	Core Capabilities Envisioned
<ul style="list-style-type: none"> • All Use Cases. <p>Note: This is a core foundational architectural component of the EIP through which other solution components of</p>	<ul style="list-style-type: none"> • Ability to interact with a range of different data structure types including: connectivity and native access data stored in relational database management systems; connectivity to, and native access to, data stored in non-relational structures; support for access to and interpretation of a variety of flat-file formats; interpretation and creation of industry standard message formats, connectivity to message queues etc.

the solution architecture fulfill all the functional requirements.	<ul style="list-style-type: none"> • Ability to provide a number of parsing capabilities; ability to perform parsing operations using knowledge bases from third-party sources; facilities for configuring user-defined parsing rules etc. • Provide means of mapping data elements into a common element • Provide connectivity to query databases, relational, legacy, and XML • Provide Web Services Framework (“WS-*”), Structured Query Language (“SQL”), and custom data access protocols • Metadata and model driven with cleanly separated concerns • Provide mapping of many data elements into a common element • Ability to provide a number of standardization and cleansing capabilities, including: simple transformations, such as data-type conversions; moderately complex transformations such as look-up and replace operations; higher-order transformations, such as sophisticated parsing operations on free-form text and rich media
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6. **Security Layer** – Describes the framework for security and privacy architecture components where security, privacy and consent are envisioned to be designed into the ESM Solution to safeguard TDHS data, uphold privacy and gain consent for confidential PII and protected health information data. For the ESM Solution, the following components are categorized under this layer:

a. Security and IAM

Use Cases	Core Capabilities Envisioned
<ul style="list-style-type: none"> • All Use Cases. <p>Note: This is a core foundational architectural component of the EIP through which other solution components of the solution architecture fulfill all the functional requirements.</p>	<ul style="list-style-type: none"> • Ability to identify certain information as confidential (e.g. PII, PHI, etc.) and only make that accessible by appropriately authorized users • Ability to restrict access to summarized information according to organizational policy, scope of practice, and jurisdictional law • Ability to associate permissions with a user using one or more of the following access controls: RBAC, context-based (role-based with additional access rights assigned or restricted based on the context of the transaction such as time-of-day, workstation-location, emergency-mode, etc.) • Ability to support incident management, audits, vulnerability, risk assessments • Ability for support encryption capabilities, access controls, audits, ongoing vulnerability scanning • Ability for enhanced security technologies

b. Privacy and consent management

Use Cases	Core Capabilities Envisioned
<ul style="list-style-type: none"> • Program Integrity • Consent Management • Regulatory Policies • Role Based Access Control 	<ul style="list-style-type: none"> • Compliance with Federal and State privacy and consent requirements and standards (HIPAA, PKI, IRS, etc.) • Interoperable / vendor agnostic • Support alert mechanisms for privacy breaches. • SOA-based • Non-disruptive to worker workflow • Ability to enforce policies network-wide • Ability to support customer consent • Ability to accommodate granular directives • Audit all access to protected information in real time • Alert mechanism for privacy breaches or when HIPAA requires emergency access to patient health information

	<p>or override functions are enacted</p> <ul style="list-style-type: none"> • Flexible to meet changing requirements • Extensive search and reporting capabilities on any consent audit event data. • Maintain historical record of consent/removal of consent
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7. **Infrastructure Layer** – Describes the various infrastructure requirements required to implement the ESM Solution. The following components are categorized under this layer:
- “Citizen enablement infrastructure” – Types of devices, channels, platforms etc. that are needed to enable customer’s access to core TDHS services
 - “Field office infrastructure” – Types of devices, platforms, channels, field office hardware etc. that are needed to enable worker’s ability to provide various TDHS services
 - “Data center infrastructure” – Platform, virtualization, server hardware, storage, hosting, network, operations & monitoring tools etc. that support the ESM Solution.

APPENDIX 3

Acronyms List

Acronym / Term	Description
ACCENT	Automated Client Certification and Eligibility Network for Tennessee
ACF	Administration for Children and Families
API	Application Programming Interface
ARTS	Appeals Resolution Tracking System
BABOK	Business Analysis Body of Knowledge
BI	Business Intelligence
BFS	Bureau of Fiscal Services
BPM	Business Process Management
BRE	Business Rules Engine
CAP	Corrective Action Plan
CC	Child Care
CMS	Center for Medicare and Medicaid Services
COI	Certificate of Insurance
COTS	Claims Online Tracking System
CS	Child Support
DBMS	Database Management System
DCS	Department of Children Services
DED	Deliverable Expectation Document
DUNS	Data Universal Numbering System
EA	Enterprise Architecture
EAP	Enterprise Application Platform
ECM	Enterprise Content Management
EII	Enterprise Information Integration
EIP	Enterprise Integration Platform
ESB	Enterprise Service Bus
ESC	Executive Steering Committee
ESM	Enterprise System Modernization
ETL	Extract Transform Load
FA	Family Assistance
FBI	Federal Bureau of Investigation
FFATA	Federal Funding Accountability and Transparency Act
FNS	Food and Nutrition Service
FTE	Full-time Equivalent
FTI	Federal Tax Information
GLBA	Gramm-Leach-Bliley Act of 1999
Go-DBE	Governor's Office of Diversity Business Enterprise
HHS	Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act of 1996
HITECH	Health Information Technology for Economic and Clinical Health
IAM	Identity and Access Management
IBM	International Business Machines
IIBA	International Institute of Business Analysis
IMS	Information Management System
IRS	Internal Revenue Service
IT	Information Technology
ITIL	Information Technology Infrastructure Library
IV&V	Independent Verification and Validation
M&O	Maintenance and Operations
MDM	Master Data Management
MS	Microsoft
MVS	Multiple Virtual Storage
NHSIA	National Human Services Interoperability Architecture
OCC	Office of Child Care

OCSE	Office of Child Support Enforcement
OS	Operating System
OSC	Operations Steering Committee
OLAP	Online Analytic Processing
OLTP	Online Transaction Processing
PC	Personal Computer
PII	Personally Identifiable Information
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMO	Project Management Office
PMP	Project Management Plan
PPACA	Patient Protection and Affordable Care Act
QA	Quality Assurance
RA	Risk Assessment
RACI	Responsible, Accountable, Consulted, and Informed
RFP	Request for Proposals
SDLC	Systems Development Life Cycle
SEC	Security and Exchange Commission
SLA	Service Level Agreement
SNAP	Supplemental Nutrition Assistance Program
SOA	Service-Oriented Architecture
SOW	Statement of Work
SSO	Single Sign On
STS	Strategic Technology Solutions
TANF	Temporary Assistance for Needy Families
TBI	Tennessee Bureau of Investigation
TBSM	Tennessee Business Solutions Methodology
TCCMS	Tennessee Child Care Management System
TCRS	Tennessee Consolidated Retirement System
TCSES	The Tennessee Child Support Enforcement System
TDCI	Tennessee Department of Commerce and Insurance
TDHS	Tennessee Department of Human Services
TEDS	Tennessee Eligibility Determination System
TLCS	Tennessee Licensed Care System
TOGAF	The Open Group Architecture Forum
UAT	User Acceptance Testing
UI	User Interface
USPS	United States Postal Service
UX	User Experience
WBS	Work Breakdown Structure

APPENDIX 4

Definitions

Term	Definition
Acceptance Testing	Testing that shall be conducted to determine if the system or system components meet required specifications and/or contract requirements.
Application Programming Interface (“API”)	A set of routines, protocols, and tools for building software applications. An API specifies how software components should interact.
Business Activity Monitoring (“BAM”)	The use of processes and technologies that enhance situation awareness and enable analysis of critical business performance indicators based on real-time data
Business Intelligence	An umbrella term that includes the applications, infrastructure and tools, and best practices that enable access to and analysis of information to improve and optimize decisions and performance.
Change Control Board	A group responsible for reviewing, evaluating, approving, delaying, or rejecting changes to the project.
Child Support Program	Program operated by a Federal, state, tribal, or local agency that provides child support services to families and collects child support.
Consent Management	A process by which consumers/clients determine what information they are willing to permit service providers to access.
Deliverable Expectation Document (“DED”)	Document that governs the contents of the Deliverable for each version of the Deliverable, enumerates TDHS’ expectations and acceptance criteria, and outlines what is to be included in the Deliverable by the Contractor
Deliverables	Specific work products or components that must be submitted to TDHS by the Contractor according to Contract or SOW requirements.
EIP Capacity Plan	Documentation developed by the Contractor that defines the framework for system capacity design, testing and deployment that will collectively yield overall optimal System Capacity for the EIP and its integrated Program Modules in alignment with the State’s preferred Information Technology Infrastructure Library (ITIL) Capacity Plan.
EIP Component	Any individual software component that will comprise the EIP, such as an ESB or ECM software
EIP Design Documentation	Documentation developed by the Contractor related to the design of the EIP, including service catalog development guidance to manage enhancements to EIP policies, processes, and procedures.
EIP Implementation Strategy	A document identifying the dependencies and sequencing to achieve the end-to end integration and ESM goals.
EIP Requirements Traceability Matrix	A document developed by the Contractor that cross-references system requirements to their sources for the purpose of later being able to validate the completion and accuracy of enterprise integration.
EIP Standards and Best Practices	Documentation developed by the Contractor that details architectural standards and best practices related platform environments/infrastructure, the ESB, identity management, information security, enterprise services registry, platform services layer, data services layers, and configuration management at a minimum.
EIP Technical Staff Training Plan	A plan developed by the Contractor detailing their plan for providing training to State technical staff following the results of a Skills Assessment.
End to End Integration	The point at which all requested systems, programs, and components have been fully integrated into the EIP creating a cohesive, integrated solution that meets sufficient requirements and encompasses required content and workflows.
Enterprise Architecture (“EA”)	A discipline for proactively and holistically leading enterprise responses to disruptive forces by identifying and analyzing the execution of change toward desired business vision and outcomes. EA delivers value by presenting business and IT leaders with signature-ready recommendations for adjusting policies and projects to achieve target business outcomes that capitalize on relevant business disruptions.

Enterprise Content Management ("ECM")	A collection of system and platform capabilities used to create, store, distribute, discover, archive and manage unstructured content (such as scanned documents, email, reports, medical images and office documents), and ultimately analyze usage to enable organizations to deliver relevant content to users where and when they need it.
Enterprise Data Management ("EDM")	Allows an organization to define, integrate, and effectively retrieve data for both internal business applications and external communication; focused on the creation of accurate, consistent, and transparent content, especially as it is passed from one business process to another.
Enterprise Information Exchange	An information-sharing network and technology service used for data interchange
Enterprise Integration ("EI") Framework	The plans and components that comprise the EIP, including an ESB, web services, service layers, and other service components necessary for supporting Program Modules and new applications as part of the ESM.
Enterprise Integration Platform ("EIP")	A Service-Oriented Architecture ("SOA") foundation based on standardized technology infrastructure components and interoperable technical and business services.
Enterprise Master Person Index ("EMPI")	A database that is used across the Enterprise to maintain consistent, accurate and current demographic and essential data on the Customers served and managed within its various departments.
Enterprise Service Bus ("ESB")	A communication system between mutually interacting software applications in SOA.
Enterprise System Architecture	Documentation developed by the Contractor that describes the architecture needed for the EIP based on industry leading practices and incorporating identified architecture standards and approaches.
Enterprise System Modernization ("ESM")	An effort to replace or enhance the TDHS legacy systems supporting Family Assistance, Child Care Services, and Child Support programs and integrate them into a single EIP.
ESM Solution	A set of systems that are integrated into a single EIP and that replace/modernize the current TDHS legacy systems supporting the Family Assistance (including TANF, SNAP), Child Care Services, and Child Support programs. The ESM Solution shall be an integrated enterprise system aligned with and capable of supporting TDHS' desired customer-focused model of practice.
Executive Status Report	A weekly report, in a TDHS-approved format, submitted to the State Project Director which provides updates on the overall status of the Contract and any other applicable information at the request of TDHS for an executive audience.
Identity and Access Management ("IAM")	The security discipline that enables the right individuals to access the right resources at the right times for the right reasons. IAM addresses the mission-critical need to ensure appropriate access to resources across increasingly heterogeneous technology environments, and to meet increasingly rigorous compliance requirements.
Integration Brokerage	A service provided by an Integration Broker ("IB"), also called an interface engine or a message broker. An IB is a third-party intermediary that facilitates interactions between applications. IBs minimally provide message transformation and routing services. They mostly communicate program to program; they integrate previously independent applications at the application-logic level of the software design.
Integration Hub	Serves as the central integration point for web services, messaging, and file exchanges. The hub uses an ESB to facilitate loose coupling of components within the EIP.
Integration Progress Report	A report detailing completed work, remaining work, and identified risks/issues to completion of system integration with the EIP.
Integration Testing	Testing that validates that all elements of a system function correctly according to specifications and defined requirements as a single entity. Integration testing ensures that data and output from one program or module that function as input to or is used by another program or module are correctly processed.
Interoperability Standards Document	A document that defines any standards the Contractor has developed for interoperability between the EIP and systems to be integrated. The final document shall be shared with TDHS as a Deliverable subject to review and acceptance.
ITIL Capacity	The Information Technology Infrastructure Library's process for capacity

Management	management ensures that adequate capacity is available at all times to meet the agreed needs of the State in a cost-effective manner.
Key Personnel	Contractor personnel deemed by TDHS to be essential to the Contractor's satisfactory performance of the requirements contained in the Contract. Key Personnel are subject to TDHS approval due to their critical involvement in project activities and success.
Master Data Management ("MDM")	A technology-enabled discipline in which business and IT work together to ensure the uniformity, accuracy, stewardship, semantic consistency and accountability of the enterprise's official shared master data assets. Master data is the consistent and uniform set of identifiers and extended attributes that describes the core entities of the enterprise including customers, prospects, citizens, suppliers, sites, hierarchies and chart of accounts.
Non-Disclosure Agreement ("NDA")	A legal contract between that outlines confidential material, knowledge, or information that the parties wish to share with one another for certain purposes but wish to restrict access to or by third parties.
Payment Milestone	An event during the Term which, when reached and approved by the State, allows the Contractor to invoice TDHS.
Performance Target	A minimum level of performance against a measure (e.g., response time) that the Contractor must meet to be considered compliant.
Performance Withhold	Payment amount withheld by the State due to the Contractor's noncompliance with a milestone performance target.
Platform Requirements	Requirements related to technology hardware and operating systems; these are documented in State of Tennessee Enterprise Architecture Standards Policy and to be provided to the Contractor during the onboarding process
Program Modules	Modular systems that support the core business functions of Family Assistance, Child Care Services, and Child Support Enforcement programs.
Project Approach Document	Document developed by the Contractor after a project kickoff meeting that provides information on how the Contractor will complete the requirements in the Contract.
Project Management Plan ("PMP")	A formal, approved document used to manage project execution. The PMP documents the actions necessary to define, prepare, integrate, and coordinate the various planning activities. The PMP defines how the project is executed, monitored and controlled, and closed.
Project Repository	A centralized location, on TDHS' network, where documentation related to this Contract and the EIP shall be maintained and managed by the Contractor.
Project Schedule	A formal, approved document in Microsoft Project format used to track project tasks, Deliverables, milestones, dependencies, and resources to ensure accurate project status reporting.
Project Status Report	A weekly report, in a TDHS-approved format, submitted to the State Project Director which provides updates on the status of the Contractor's work and any other applicable information at the request of the State.
Readiness Assessment	An assessment designed to gauge the preparedness of system or component for implementation/integration with the EIP.
Regression Testing	Selective testing to validate that modifications have not caused unintended functional or data results and that the application still complies with its specific requirements.
Responsible, Accountable, Consulted, and Informed ("RACI") Matrix	A document developed by the Contractor with consultation from the State, identifying roles and responsibilities associated with the project. The matrix establishes who shall be "responsible, accountable, consulted, and informed."
Risk Register	A document in which the Contractor compiles identified risks with mitigation strategies.
Service-Oriented Architecture ("SOA")	A design model and discipline that helps IT meet business demands. SOA aims to reduce redundancy and increase usability, maintainability and value. This allows for interoperable, modular systems that are easier to use and maintain.
Single Sign On ("SSO")	Provides the capability to authenticate once and be subsequently and automatically authenticated when accessing various target systems. It eliminates the need to separately authenticate and sign on to individual applications and systems, essentially serving as a user surrogate between client workstations and target systems. Target applications and systems still maintain their own credential stores and present sign-on prompts to client devices. Behind the scenes, SSO responds to those prompts and

	maps the credentials to a single login/password pair. SSO is commonly deployed in enterprise, Web and federated models.
Skills Assessment	An assessment given to State technical staff to determine gaps in technical skills related to the EIP, which the Contractor shall address through training.
SOW Quote	The Contractor's formal response to a TDHS' SOW Request. The SOW Quote includes estimate of hours by position role, confirmation of project timeline, Contractor staff information, project assumptions, and any other information as required by the SOW Request.
SOW Request	The document by which TDHS requests that the Contractor perform non-baseline activities within the scope of the Contract. The SOW Request includes, among other items, a description of the scope of the specific project, Deliverables and acceptance criteria, and project timeline information.
Staffing Tracker	A document provided by the Contractor to TDHS on a quarterly basis or upon request that summarizes the Contractor's initial and ongoing resource needs for fulfilling Contract work as well as the Contractor's resource levels and assignments.
Statement of Work ("SOW")	A document consisting of an SOW Request and an SOW Quote signed by both Parties which describes the specific scope and delivery requirements of a project within the scope of services of this Contract. An SOW may also refer to the project whose scope it outlines.
System	System describes features, functions, and characteristics of the product, system, service, or result that will meet the business and stakeholder requirements.
System Capacity	The amount of work and users that a system is able to support at any given time; Used to understand the computing infrastructure required to handle expected workflow demands at acceptable levels of service to users.
System Capacity Plan	A plan developed and submitted to the State by the Contractor that details how to maximize the amount of work and users the EIP and its integrated modules/components is able to support at any given time. The plan should assess the production capacity needs of the State.
System Integration Services	Services which the Contractor shall provide related to the process of creating a complex information system by defining and bringing together component sub-systems or Program Modules through the aggregation and linking together of hardware and software to function together as a whole. The EIP must be able to deliver the overarching functionality of the sub-systems and Program Modules. The process of system integration includes designing and building a customized or Commercial Off-the-Shelf architecture and application and linking those with new or existing hardware, packaged and custom software, and communications. Within the scope of this Contract, System Integration Services includes all activities associated with the review of Program Module designs, technical integration, and end-to-end integration testing.
System Integration Strategy	A document developed by the Contractor in consultation with the State identifying the sequencing of the integration of enterprise platform tools.
Systems Development Life Cycle ("SDLC")	Term used to describe the overall process used for the planning, designing, testing, and implementing a system.
Technical Advisory Services	Services related to advising TDHS on technical aspects of ESM Solution and the EIP and its associated components.
Technical Roadmap	A document which outlines the plan to reach short-term and long-term goals related to the implementation of the EIP and the ultimate integration of all systems, Program Modules, and associated components for the ESM.
Tennessee Business Solutions Methodology ("TBSM")	Project management methodology based on the principles of the Project Management Body of Knowledge ("PMBOK" ³) and the Business Analysis Body of Knowledge ("BABOK" ⁴) which is preferred by Project Management Office ("PMO").
Test Management Plan	Documentation developed by the Contractor that defines the testing strategy for the EIP and the integration of other systems/components into the EIP, including Program Modules.
Transfer System	A system that has been designed and implemented for another government, public, or private-sector entity which performs the functions requested by the TDHS for a specific program and which can be brought to, implemented, and customized

³ PMBOK® is a registered trademark of Project Management Institute ("PMI")

⁴ BABOK® is a registered trademark of International Institute of Business Analysis ("IIBA")

	according to specific business processes/flows where needed for the State of Tennessee by the Contractor.
Transition Plan	Document covering turnover to either TDHS or a successor contractor that addresses the transfer of the EIP and related documentation, including a proposed schedule, turnover activities, and transfer of inventories, code/logic, training materials, project artifacts, correspondence, and documentation of outstanding issues.
Unit Testing	Testing performed by the Contractor subsequent to or in parallel with system development to assess and correct the functionality and data of the system's individual code modules.
User Acceptance Testing ("UAT")	Testing performed by the intended users of the software or system.
Work Breakdown Structure ("WBS")	A component of the Project Schedule that breaks down the total scope of Contract work into various activities necessary to achieve the completion of Deliverables and the project.
Workstream	A set of related activities and Deliverables.